

October 22, 2015

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: *Algonquin Gas Transmission, LLC and Maritimes & Northeast Pipeline, L.L.C.*  
Atlantic Bridge Project - Abbreviated Application for Certificates of Public Convenience  
and Necessity and for Related Authorizations

Dear Ms. Bose:

Algonquin Gas Transmission, LLC (“Algonquin”) and Maritimes & Northeast Pipeline, L.L.C. (“Maritimes”) hereby submit for filing with the Federal Energy Regulatory Commission (“Commission”) an Abbreviated Application for Certificates of Public Convenience and Necessity and for Related Authorizations (“Application”) regarding their proposed Atlantic Bridge Project (“Project”). The Project is designed to enable Algonquin to provide 132,705 dekatherms per day of firm transportation capacity and Maritimes to provide 106,276 dekatherms per day of firm transportation capacity to deliver natural gas to meet the requirements of the Project shippers.

Included herewith are four volumes. Volume I contains public information and comprises the Application and its public exhibits, except Exhibit F-I. Volume II contains the public version of Exhibit F-I, which comprises Volume II-A (resource reports) and Volume II-B (appendices to resource reports). Volume III contains privileged and confidential information and comprises Appendices 1D (landowner and stakeholder lists), 4B (archaeological field surveys) and 4C (cultural resources survey reports) of Exhibit F-1, Exhibit I (confidential market information), and proprietary hydraulic flow models. Volume IV contains Critical Energy Infrastructure Information (“CEII”) and comprises Exhibits G, G-I, and G-II, as well as parts of Exhibit F-I.

Pursuant to the Commission’s guidelines for eFiling,<sup>1</sup> Algonquin and Maritimes are hereby eFiling the Application and will provide two complete copies of the Application to OEP Room 62-46 and one complete copy to OGC-EP Room 101-66. Volume IV is marked “CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION—DO NOT RELEASE”<sup>2</sup> and should be treated as confidential pursuant to Order No. 630, et seq. and is for use by the Commission Staff only and not to be released to the public.<sup>3</sup> Volume III is marked “CONTAINS PRIVILEGED INFORMATION—DO NOT RELEASE.”<sup>4</sup> Privileged information

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<sup>1</sup> Federal Energy Regulatory Commission Filing Guide/Qualified Documents List (January 2, 2013).

<sup>2</sup> 18 C.F.R. §§ 388.112(b), 388.113 (2015).

<sup>3</sup> *Critical Energy Infrastructure Information*, Order No. 630, FERC Stat. & Reg., ¶ 31,140 (2003), 68 Fed. Reg. 9857 (Mar. 3, 2003), *order on reh’g*, Order No. 630-A, 104 FERC ¶ 61,106 (2003), 68 Fed. Reg. 46456 (Aug. 6, 2003).

<sup>4</sup> 18 C.F.R. §§ 380.12, 388.112 (2015).

should be treated as confidential and is for use by Commission Staff only and not to be released to the public. Questions pertaining to confidential information may be submitted to:

Steven E. Hellman  
Associate General Counsel  
Algonquin Gas Transmission, LLC  
Maritimes & Northeast Pipeline, L.L.C.  
P.O. Box 1642  
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In accordance with Rule 2011(c)(5) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2011(c)(5), I hereby state that I have read the hard copy version of the filing and am familiar with the contents thereof; that the paper copies contain the same information as the disks; and that all of the statements contained therein are true and correct, to the best of my knowledge, information and belief.

If you have any questions regarding this filing, please contact me at (713) 627-4488 or Chris Harvey, Director, Rates and Certificates at (713) 627-5113.

Sincerely,  
/s/ Berk Donaldson  
Berk Donaldson  
General Manager, Rates and Certificates

Enclosures

cc: Terry L. Turpin (transmittal letter only)  
John M. Wood (transmittal letter only)  
Magdalene J. Suter  
Danny W. Laffoon

UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

Algonquin Gas Transmission, LLC                     )  
Maritimes & Northeast Pipeline, L.L.C.            )

Docket No. CP16-\_\_\_\_-000

**ABBREVIATED APPLICATION OF  
ALGONQUIN GAS TRANSMISSION, LLC AND  
MARITIMES & NORTHEAST PIPELINE, L.L.C.  
FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY  
AND FOR RELATED AUTHORIZATIONS**

<sup>2</sup> 18 C.F.R. § 157.7 (2015).

Applicants also seek Commission authorization as part of this Application for approval of the *pro forma* tariff records included herewith as part of Exhibit P for Algonquin to establish an initial incremental Project firm transportation rate under Rate Schedule AFT-1, and an incremental fuel percentage applicable to service on the Project.

The Project is designed to enable Algonquin to provide 132,705 dekatherms per day (“Dth/d”) of firm transportation service from Algonquin’s existing receipt points at Mahwah, New Jersey and Ramapo, New York, to various new and existing delivery points on the Algonquin pipeline system, including the interconnection with Maritimes at Beverly, Massachusetts, and for Maritimes to provide 106,276 Dth/d of firm transportation service from Beverly to various existing delivery points on the Maritimes pipeline system for the Project shippers. Applicants have executed precedent agreements (“Precedent Agreements”) for the Project capacity with seven shippers.<sup>3</sup> In addition, the Atlantic Bridge Project is expected to provide much needed supply diversity and reliability in the Northeast markets. Algonquin and Maritimes initiated the Pre-filing review process for the Project in Docket No. PF15-12-000 and received approval from the Commission to use the Pre-filing review process on February 20, 2015.<sup>4</sup> The instant Application incorporates the comments and information received during the Pre-filing review process from Commission Staff and interested stakeholders.

Applicants request that the Commission grant the authorizations requested herein on or before August 19, 2016, in order for Applicants to have the time necessary to complete and place into service the facilities proposed herein by November 1, 2017. The

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<sup>3</sup> The Project Shippers are Heritage Gas Limited, Maine Natural Gas Company, NSTAR Gas Company d/b/a Eversource Energy, Exelon Generation Company, LLC (as assignee and asset manager of Summit Natural Gas of Maine), Irving Oil Terminal Operations, Inc., New England NG Supply Limited, and Norwich Public Utilities (“Project Shippers”).

<sup>4</sup> *Algonquin Gas Transmission, LLC*, Approval of Pre-Filing Request, Docket No. PF15-12 (February 20, 2015).

timely issuance of the certificate order, enabling a November 1, 2017, in-service date, is essential to meet the requirements of the Project Shippers, address pipeline infrastructure needs as detailed in state energy plans, and provide transportation for reasonably-priced natural gas supplies to customers in the Northeast.

In support hereof, Applicants show as follows:

**I.  
Identity of Applicants**

Algonquin is a limited liability company organized and existing under the laws of the State of Delaware and has its principal place of business at 5400 Westheimer Court, Houston, Texas 77056-5310. Algonquin also has permanent offices in Massachusetts, at 890 Winter Street, Suite 300, Waltham, Massachusetts 02451.

Algonquin is a “natural gas company” as defined in the NGA, engaged in the transportation of natural gas in interstate commerce subject to the jurisdiction of the Commission. Algonquin owns and operates a natural gas pipeline system extending from points near Lambertville and Hanover, New Jersey, through the states of New Jersey, New York, Connecticut, Rhode Island, and Massachusetts, to points near the Boston area.

Maritimes is a limited liability company organized and existing under the laws of the State of Delaware and has its principal place of business at 5400 Westheimer Court, Houston, Texas 77056-5310. Maritimes also has permanent offices in Massachusetts, at 890 Winter Street, Suite 300, Waltham, Massachusetts 02451.

Maritimes is a “natural gas company” as defined in the NGA, engaged in the transportation of natural gas in interstate commerce subject to the jurisdiction of the Commission. Maritimes owns and operates a natural gas pipeline system extending from

points near Beverly and Dracut, Massachusetts, through the states of Massachusetts, New Hampshire and Maine, to the United States-Canada border.

The names, titles and mailing addresses of the persons to whom correspondence and communications concerning this Application should be addressed are:

\*Berk Donaldson  
General Manager, Rates and Certificates  
Chris Harvey  
Director, Rates and Certificates  
Algonquin Gas Transmission, LLC  
Maritimes & Northeast Pipeline, L.L.C.  
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and

\*Anita R. Wilson  
Andrew N. Beach  
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Email: awilson@velaw.com

\* Applicants request that these persons be included on the Commission's official service list.

## **II. Description of Project**

### **A. Overview of Project**

The purpose of the Atlantic Bridge Project is to provide the pipeline capacity necessary for the transportation of significant and diverse natural gas supplies from receipt points at Mahwah, New Jersey and Ramapo, New York to the Project Shippers' delivery points, primarily in Massachusetts, Maine, and at the United States – Canadian

border. The Project would provide additional capacity on the Algonquin system and facilitate south-to-north flow on the Maritimes system to provide additional gas supply to New England and the Maritime provinces of Canada.

Within the last several years, multiple New England public and government entities have identified the need for, and supported the development of, additional natural gas infrastructure in the Northeast region to address high natural gas prices. Notably, in December of 2013, the six New England Governors agreed to work collaboratively to pursue strategic investments in energy infrastructure in New England that would alleviate constricted infrastructure and thereby help reduce high energy costs.<sup>5</sup> Furthermore, the State of Maine passed its Omnibus Energy Bill acknowledging the need for additional natural gas capacity and lower energy costs.<sup>6</sup> More recently, on April 23, 2015, the New England Governors explained that “New England is challenged by a lack of natural gas pipeline infrastructure and is losing non-gas power plants, both of which threaten power system reliability.”<sup>7</sup> These actions have been the catalyst behind the development of the proposed Atlantic Bridge Project, which would provide access to the affordable Appalachian area shale gas that is delivered into the western end of the Algonquin system. Additional evidence of demand and higher prices for natural gas in New England, as well as state and regional initiatives to address additional investment in natural gas pipeline infrastructure, is included in Resource Report 1 in Exhibit F-1 hereto.

Applicants held an open season for the Project from February 5, 2014, through March 31, 2014, and Algonquin held a reverse open season from January 16, 2015,

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<sup>5</sup> <http://bangordailynews.com/2013/12/05/politics/all-six-new-england-governors-commit-to-joint-energy-infrastructure-agenda>.

<sup>6</sup> An Act To Reduce Energy Costs, Increase Energy Efficiency, Promote Electric System Reliability and Protect the Environment, § 1903 (July 2, 2013).

<sup>7</sup> <http://www.ct.gov/deep/cwp/view.asp?Q=564676&A=4707>.

through January 26, 2015, as described in Section IV below. Copies of the open season and reverse open season notices are included in Exhibit Z-1 to this Application. As a result of the open seasons, Applicants have executed Precedent Agreements with the Project Shippers, serving four local distribution companies, two manufacturing companies, and a municipal utility.<sup>8</sup> These agreements are for firm transportation service to deliver new natural gas supplies to the Project Shippers', or a Project Shipper's customer's, service areas or for their end use, as applicable, with a projected in-service date of November 1, 2017. These Project Shippers' commitments provide the economic underpinning for Applicants to proceed with the Project.<sup>9</sup>

The Atlantic Bridge Project is specifically designed and scheduled to satisfy the operational and load demands of these Project Shippers and, as applicable, their retail customers in New England and the Maritime provinces of Canada. Specifically, the Project will increase Algonquin's mainline capacity by up to an additional 132,705 Dth/d and facilitate south-to-north flow on the Maritimes system, enhancing access to traditional and new supply sources for the New England states and Atlantic Canada. The strategic receipt points at Mahwah, New Jersey and Ramapo, New York provide additional access to growing supply areas in the Appalachian basin, which should furnish the Northeast markets with additional economic supplies of natural gas. The increased pipeline capacity along a significant portion of Algonquin's mainline should also partially alleviate existing system constraints, resulting in increased commodity price competition and reduced gas price volatility. Placing the Project facilities in service by

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<sup>8</sup> The Precedent Agreements are included herewith as Exhibit I and have been submitted as privileged pursuant to Section 388.112 of the Commission's regulations.

<sup>9</sup> Agreements for long-term firm capacity are important evidence of market demand for a new project. *Certification of New Interstate Natural Gas Pipeline Facilities*, 88 FERC ¶ 61,227, at p. 61,744 (1999) ("Certificate Policy Statement"), *order clarifying Statement of Policy*, 90 FERC ¶ 61,128 (2000), *order further clarifying Statement of Policy*, 92 FERC ¶ 61,094 (2000).

November 1, 2017 will allow the Applicants to meet their contractual commitments to provide service as described in the precedent agreements for the Project and enable the Project Shippers to meet increased peak demand at the beginning of the traditional heating season and satisfy industrial needs, as applicable.

## **B. Description of Facilities**

Algonquin proposes the following activities as part of the Atlantic Bridge Project:

### *Pipeline Facilities -*

install approximately 6.3 miles of 42-inch diameter pipeline that will replace certain segments of 26-inch diameter pipeline, including approximately 4.0 miles in Westchester County, New York, and approximately 2.3 miles in Fairfield County, Connecticut;

### *Modifications to Existing Compressor Stations*

- (i) Stony Point Compressor Station – uprate an existing Mars 100 compressor unit, by removing a software control, to utilize an additional 3,300 hp of horsepower capacity at Algonquin’s existing compressor station in the Town of Stony Point, Rockland County, New York; and
- (ii) Oxford Compressor Station – install one new Solar Taurus 60, 7,700 hp natural gas-fired compressor unit and install gas cooling for the new compressor unit at Algonquin’s existing compressor station in the Town of Oxford, New Haven County, Connecticut; and
- (iii) Chaplin Compressor Station – install one new Centaur 50, 6,300 hp natural gas-fired compressor unit, replace two existing 42-parts-per-million (“ppm”) NOx Taurus 60 gas-fired compressor units (6,950 hp each) with two new 9-ppm NOx Taurus 60 gas-fired compressor units (7,700 hp each), and install gas cooling for the new compressor unit and existing compressor units at Algonquin’s existing compressor station in the Town of Chaplin, Windham County, Connecticut;

### *New Compressor Station*

Weymouth Compressor Station – construct new compressor station and install one new Solar Taurus 60, 7,700 hp natural gas-fired compressor units in the Town of Weymouth, Norfolk County, Massachusetts;

### *New Metering and Regulating (“M&R”) Station*

Salem Pike M&R Station – construct a new M&R station in the City of Norwich, New London County, Connecticut;

*Existing M&R and Regulator Station Modifications<sup>10</sup>*

- (i) Yorktown M&R Station – install new side tap and over-pressure protection facilities for existing M&R station in the Town of Yorktown, Westchester County, New York;
- (ii) Danbury M&R Station – install new side tap and over-pressure protection facilities for existing M&R station in the Town of Danbury, Fairfield County, Connecticut;
- (iii) Needham Regulator Station – modify existing Algonquin regulator station in the Town of Needham, Norfolk County, Massachusetts;
- (iv) Pine Hills M&R Station – rebuild existing Algonquin M&R station in the Town of Plymouth, Plymouth County, Massachusetts;
- (v) Plymouth M&R Station – rebuild existing Algonquin M&R station in the Town of Plymouth, Plymouth County, Massachusetts;

*Other New Aboveground Facilities*

- (i) Remove and relocate two regulator skids inside metal buildings, and remove and retire crossover piping at existing Main Line Valve (“MLV”) 13B at MP 0.0 (Stony Point Discharge Take-up and Relay) in Westchester County, New York;
- (ii) Install new 42-inch MLV and crossover at MLV 16, at MP 2.75 (Stony Point Discharge Take-up and Relay) in Westchester County, New York;
- (iii) Install relocated regulator skids; install new 42-inch receiver barrel and new 26-inch launcher barrel, new 30-inch block valve on Line 30B and associated crossover piping at MP 4.0 (Stony Point Discharge Take-up and Relay) in Westchester County, New York;
- (iv) Remove and relocate launcher/receiver facilities and two regulator skids inside metal buildings, and remove and retire crossover piping at MP 0.0 (Southeast Discharge Take-up and Relay) in Fairfield County, Connecticut; and
- (v) Install relocated regulator skids; install relocated 42-inch receiver barrel and a 26-inch launcher barrel, new 30-inch block valve on Line L30B and associated cross-over piping at MP 2.2 (Southeast Discharge Take-up and Relay) in Fairfield County, Connecticut.

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<sup>10</sup> The types of modifications will include the replacement of existing heaters and metering facilities, piping modifications, and facility uprates.

Maritimes proposes to modify an existing M&R station, within the fenced Westbrook compressor station site, in City of Westbrook, Cumberland County, Maine as part of the Atlantic Bridge Project.

The Project utilizes, to the maximum extent practicable, existing facility locations and existing right-of-way (“ROW”) along the Applicants’ systems. The location and design of the facilities proposed in this Application are more fully described in Exhibits F, F-1, and G through G-II of this Application.

Applicants request that the Commission grant the authorizations requested herein on or before August 19, 2016, in order for Algonquin and Maritimes to have the time required to complete and place into service the facilities proposed herein by November 1, 2017. A November 1, 2017, in-service date will ensure that the firm transportation service contemplated by this Application is available for the 2017-18 winter heating season and is consistent with the timing contemplated under the Precedent Agreements. Applicants request that the Commission grant any other authorizations and waivers necessary to implement the proposal contained herein.

### **III. Evaluation of Application Pursuant to Certificate Policy Statement**

The Commission established criteria in the Certificate Policy Statement for determining whether there is a need for a proposed project and whether the proposed project will serve the public interest.<sup>11</sup> The Certificate Policy Statement explains that, in deciding whether to authorize the construction of major new pipeline facilities, the Commission balances the public benefits of the project against the project’s potential adverse consequences.<sup>12</sup> The Commission’s stated goal in evaluating new pipeline

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<sup>11</sup> *Id.* at p. 61,745-46.

<sup>12</sup> *Tennessee Gas Pipeline Co.*, 92 FERC ¶ 61,142, pp. 61,519-20 (2000).

construction is to give appropriate consideration to the enhancement of the competitive transportation alternatives, the possibility of over-building, subsidization by existing customers, the applicant's responsibility for unsubscribed capacity, the avoidance of unnecessary disruptions of the environment, and the unneeded exercise of eminent domain.<sup>13</sup> Once the applicant demonstrates that the benefits to be achieved by the project will outweigh the potential adverse effects, the Commission will find that the project is required by the public convenience and necessity.<sup>14</sup> As demonstrated herein, the proposed facilities meet the criteria of the Certificate Policy Statement, and approval of the Project will serve the public interest and is required by the public convenience and necessity.

**A. The Atlantic Bridge Project Meets the Threshold No-Subsidy Test.**

The Atlantic Bridge Project satisfies the economic threshold requirement for existing pipelines because it avoids subsidization by existing customers on Algonquin and Maritimes and does not adversely impact their rates. Specifically, Algonquin is proposing herein an initial incremental recourse rate and an incremental fuel percentage for firm transportation service on the Atlantic Bridge Project. Further, with respect to the Maritimes facilities, as demonstrated by the cost of service and revenue comparison included herewith as Exhibit N, Maritimes' projected revenues associated with the Project exceed the cost of service associated with the proposed Maritimes facilities for each year of the analyzed period. Since Algonquin is proposing to recover the costs associated with the Project facilities through the incremental recourse rate for service on the mainline facilities and the rates that would be established based on the cost of service associated with the proposed Maritimes facilities would be lower than the existing

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<sup>13</sup> *Id.*

<sup>14</sup> Certificate Policy Statement at p. 61,746.

Maritimes' recourse rates, the Project is financially viable without adverse rate effects on, or subsidies from existing customers on Algonquin and Maritimes. Accordingly, the Project meets the threshold requirement established by the Commission's Certificate Policy Statement.<sup>15</sup>

**B. The Atlantic Bridge Project Will Not Have Adverse Effects on Existing Customers or on Existing Pipelines and Their Captive Customers.**

The next step in the Certificate Policy Statement analysis is to identify potentially adverse effects of the project on the existing customers of the pipeline proposing the project, existing pipelines in the market and their captive customers, or landowners and communities affected by the new construction and to determine whether the applicant has made efforts to eliminate or minimize those adverse effects.<sup>16</sup> If residual adverse effects on these groups are identified after efforts have been made to minimize them, the Commission will "evaluate the project by balancing the evidence of public benefits to be achieved against the residual adverse effects."<sup>17</sup>

The Atlantic Bridge Project will have no adverse effects on Applicants' existing customers. The Project will not cause or result in a degradation of service to existing customers and will not adversely impact rates of existing customers. The Project is designed to provide additional firm pipeline capacity on Applicants' pipeline systems to meet the contractual requirements to deliver natural gas to New England and the Maritimes Provinces of Canada for the Project Shippers. In addition, the increased access to supply, even on a secondary basis, is expected to benefit existing customers and Northeast markets by alleviating constraints, resulting in increased commodity price competition and reduced gas price volatility in the region. Also, the incremental facilities

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<sup>15</sup> *Id.* at p. 61,745.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

and upgrades that are proposed under the Project are expected to increase overall system flexibility and reliability. As described above, since Algonquin is proposing an incremental recourse rate and incremental fuel for the Project and Maritimes' revenues from the Project, as discussed herein, exceed the Maritimes' cost of service, the Project will not impact existing customers' rates. Accordingly, the Project will not have an adverse effect on existing customers.

Moreover, the Project is not designed to bypass an existing pipeline nor to provide service that is already provided by another pipeline. Instead, the Project offers new transportation capacity for incremental demand and will not adversely affect existing pipelines or their customers. For the foregoing reasons, the Project will not have adverse effects on existing customers or existing pipelines and their customers.

**C. Algonquin and Maritimes Have and Continue to Minimize the Potential for Adverse Impacts on Landowners and Communities Affected by the Atlantic Bridge Project.**

As demonstrated in the accompanying Resource Reports, Applicants have made substantial efforts to ensure that the construction of the Project will have limited residual adverse impacts to landowners and the environment. To the extent practicable, Applicants will construct the facilities utilizing existing ROW and previously disturbed property, thereby limiting any new disturbances to the environment during construction. All of the proposed pipeline facilities involve take-up and relay that occurs within or adjacent to existing ROW, including Algonquin's pipeline ROW, and public roadways. Similarly, modifications at the existing M&R or regulator stations are minor in nature and will take place primarily within the existing fenced facilities.

Consistent with the Commission's desire for early input by potential stakeholders and with the Commission's endorsement of the use of collaborative procedures in

developing new pipeline projects, Applicants have made significant efforts, prior to and throughout the Pre-filing review process initiated in February 2015 in Docket No. PF15-12-000, to inform the public, particularly affected landowners, relevant resource agencies, and other interested stakeholders about the Project. A list of the federal, state and local agencies and environmental groups that Applicants have consulted in developing the Project is contained in Exhibit J and Resource Report No. 1 included in Exhibit F-1 to this Application.

Applicants will provide timely written notice of this Application and other required information to landowners that are directly affected by the Application, as well as to local communities and local, state, and federal governments and agencies involved in the Project in accordance with the Commission's landowner notification requirements.<sup>18</sup>

The Project will have limited residual impacts on landowners and communities affected by the Project. Applicants will construct the Project utilizing proven construction techniques and mitigation procedures, and the Project will not result in significant impacts to the environment. The Resource Reports included in Exhibit F-1 provide a detailed explanation of the limited environmental impacts associated with the Project and the measures that Applicants intend to take to mitigate such impacts.

**D. The Benefits of the Atlantic Bridge Project Outweigh Potential Residual Adverse Effects.**

When determining whether a proposed project is needed and will serve the public interest, the Commission balances the public benefits to be achieved by the project

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<sup>18</sup> See 18 C.F.R. § 157.6(d)(2)(iii) (2015). In accordance with the Commission's regulations, Applicants will also publish notice of the Application in relevant daily and/or weekly newspapers of general circulation. In addition, Applicants will place a copy of the Application in the town or city hall and library of each municipality along the proposed route, thereby exceeding the Commission's requirements. 18 C.F.R. § 157.10.

against the residual impacts of the proposed project on the relevant interests listed above. Given Applicants' mitigation efforts, and the limited residual impacts on the relevant interests listed above, the benefits of the Project far outweigh any potential adverse effects.

Applicants designed the Project to provide incremental firm natural gas transportation capacity on the Algonquin system and facilitate south-to-north flow on the Maritimes system to meet the requirements of the Project Shippers. The Project offers cost-effective and reliable transportation service to meet this demand. In addition, the Project is expected to alleviate, in part, existing constraints, resulting in increased commodity price competition and reduced gas price volatility in the Northeast markets.

**E. The Atlantic Bridge Project Is Required by the Public Convenience and Necessity.**

The Project is consistent with the criteria of the Certificate Policy Statement, and the construction and operation of the facilities proposed herein are in the public interest and required by the public convenience and necessity. The Project will provide numerous benefits to the Project Shippers, existing shippers, markets along the system and natural gas consumers, including:

- (i) long-term, secure firm transportation service to the Project Shippers;
- (ii) Project Shippers' access to diverse supply in order to promote stability, reliability and the better management of price volatility;
- (iii) new capacity that can be utilized by other Algonquin and Maritimes shippers on a secondary and interruptible basis and through capacity release to meet the increasing natural gas demand in the Northeast markets;
- (iv) reduction in existing constraints, resulting in increased commodity price competition and reduced price volatility on the Algonquin system; and
- (v) improved operational reliability on the Algonquin system.

For the foregoing reasons, Applicants respectfully submit that granting the authorizations requested herein is required by the public convenience and necessity. Commission approval of the Project in the timeframe requested herein will benefit the Northeast markets by providing Project Shippers enhanced access to diverse supplies of natural gas in a timely manner.

In summary, the Project satisfies the Commission's Certificate Policy Statement and is consistent with the Commission's economic and environmental goals. Applicants will construct the Project with minimal landowner and environmental impacts. As described in detail in this Application and the accompanying exhibits, the Project will be a beneficial expansion of the natural gas transmission grid in the Northeast and will provide the pipeline capacity necessary to transport the natural gas supplies to meet the Project Shippers' demand. The benefits of this Project far outweigh the potential residual impacts of the Project, which have been or will be mitigated through Applicants' efforts as described in this Application. Accordingly, the Project meets the standards of the Certificate Policy Statement, is in the public interest, and is required by the public convenience and necessity.

#### **IV. Open Season**

In compliance with the Commission's policy and precedent, Algonquin and Maritimes conducted an open season to solicit interest for incremental service as part of the Atlantic Bridge Project. Based on the bids received in the open season, Algonquin and Maritimes determined to move forward with the Project and executed precedent agreements for service on the Project.

## V. Environmental Impact

The Resource Reports included herewith more fully describe the potential environmental impacts of the Project. The information provided in the Resource Reports has been prepared in accordance with Part 380 of the Commission's regulations for the Commission Staff to conduct its environmental analysis of the Project in this proceeding.

As the Resource Reports show, the environmental impact associated with the construction of the Project can be adequately mitigated. Applicants have incorporated the Commission's *Upland Erosion Control, Revegetation and Maintenance Plan* and the Commission's *Wetland and Waterbody Construction and Mitigation Procedures* (January 17, 2003 versions of both) into the Erosion and Sediment Control Plan to be used in this proposal. In addition, Applicants will incorporate standard environmental mitigation measures into their construction specifications.

The Resource Reports demonstrate that (i) any adverse impacts associated with the Project can be adequately mitigated or avoided, (ii) the proposed action is the best alternative, (iii) the short-term use of the environment will not conflict with the long-term productivity, and (iv) significant resources will not be irreversibly or irretrievably lost due to the construction activities. Under these circumstances, approval of the proposed facilities described herein will not be a major federal action significantly affecting the quality of the human environment.

The Project will be constructed in accordance with applicable environmental permits, approvals and regulations. Applicants are committed to minimizing the environmental impact of the Project and to reclaiming all disturbed areas to a consistently high standard, regardless of land ownership. Applicants will work diligently to ensure

that any questions related to the environmental aspects of the Project are resolved promptly and completely and that the facilities are constructed in an efficient and appropriate manner. In addition, and consistent with the Commission's desire for early input by potential stakeholders, Applicants have made significant efforts throughout the Pre-filing review process in Docket No. PF15-12-000 to inform the public, particularly landowners, relevant resource agencies, and other interested stakeholders, about the Atlantic Bridge Project.

The construction activities are not anticipated to have adverse effects on residences or industrial areas. The construction activities will not have a negative impact on public, recreational, or scenic areas, and the impact on vegetation, wildlife, and cultural resources will be limited. As described in the Resource Reports, Applicants will, to the extent practicable, utilize existing right-of-way to install new pipeline and for the above-ground facility modifications.

## **VI. Supply**

Shippers on Algonquin and Maritimes are responsible for obtaining the gas supplies to be transported on Applicants' pipeline systems. Algonquin and Maritimes propose to provide only open-access transportation service for the facilities proposed herein.

## **VII. Rates and Tariff**

Algonquin is proposing to charge an initial incremental recourse rate under Rate Schedule AFT-1 for firm service on the Atlantic Bridge Project commencing on the in-service date of the Project. These rates and the support for the derivation of these rates are set forth in Exhibit P to this Application.

As reflected on the *pro forma* tariff records attached hereto as part of Exhibit P, the incremental recourse reservation rate is \$55.6932 per month per Dth of capacity subscribed, with respect to firm service on the Algonquin facilities of the Atlantic Bridge Project.<sup>19</sup> Algonquin proposes to charge its system interruptible transportation rate for interruptible service on the Atlantic Bridge Project.<sup>20</sup> As shown in Exhibit P, Algonquin has utilized its system depreciation rate of 1.81 percent in deriving the Project incremental recourse rate.

Algonquin proposes to recover incremental fuel use and lost and unaccounted for fuel (“LAUF”) on the Project through its fuel retention percentages. The incremental fuel derivation is shown on Exhibit Z-2. Consistent with the Commission’s policy and precedent,<sup>21</sup> Algonquin proposes to track changes in fuel for this incremental service through its FRQ mechanism set forth in Section 32 of the General Terms and Conditions in Algonquin’s FERC Gas Tariff (“GT&C”). Algonquin will adjust its periodic tracker mechanisms to ensure that existing customers do not subsidize the costs resulting from the new incremental service.

Maritimes’ existing recourse rates under Rate Schedule MN365 will apply to service on the capacity created by the Project. By this Application, Maritimes seeks a rolled-in rate determination. Roll-in of Maritimes’ costs for the Project is appropriate

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<sup>19</sup> Algonquin requests that the Commission not pre-judge the merits, nor foreclose the possibility, of a future request by Algonquin for rolled-in treatment. *See Texas Eastern Transmission, LP*, 129 FERC ¶ 61,151 (2009) (acknowledging that Texas Eastern had “not sought to roll in the project costs” and holding that “if in the future Texas Eastern seeks to roll in the costs associated with the project, it must demonstrate that such roll-in will not result in any subsidization by existing customers”); *Maritimes & Northeast Pipeline, L.L.C.*, 95 FERC ¶ 61,077 at p. 61,227 (2001) (noting that Maritimes would have the burden of proof to establish rolled-in rates during its next rate case).

<sup>20</sup> *See Texas Eastern Transmission, LP, et al.*, 139 FERC ¶ 61,138 at P 31 (2012) (stating that “Commission policy is to require a pipeline to charge its current system IT rate for any interruptible service rendered on additional capacity made available as a result of an incremental expansion that is integrated with existing pipeline facilities.”).

<sup>21</sup> *See Algonquin Gas Transmission, LLC*, 117 FERC ¶ 61,319 at P 91 (2006).

because, as shown in Exhibit N, Maritimes' revenues associated with the Project will exceed the cost of service of the facilities for the MN365 service.<sup>22</sup>

Algonquin and Maritimes will provide services to the Project Shippers at negotiated rates in accordance with the negotiated rate authority set forth in Algonquin's GT&C Section 46 and Maritimes' GT&C Section 24, respectively, and pursuant to the terms of the applicable negotiated rate agreements. The Algonquin negotiated rate agreements include a provision to adjust the negotiated rates to reflect the final capital cost of the Project facilities and a most favored nation provision. Applicants will file tariff records reflecting their negotiated rate agreements with the Project Shippers within 30 to 60 days prior to when the underlying negotiated rates are proposed to become effective.

#### **Service Agreement Extension**

In addition to the proposed negotiated rates described above, Algonquin has agreed to extension rights with the Project Shippers. The Commission has accepted such extension rights in previous proceedings.<sup>23</sup>

#### **AFUDC Representation**

Applicants hereby provide their statement representing that the Allowance for Funds Used During Construction ("AFUDC") accruals included in the cost of the Project, reflected in Exhibit K hereto, are in compliance with the Commission's policy on AFUDC accruals as set forth in the AD10-3-000 proceeding.<sup>24</sup> Applicants began

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<sup>22</sup> See *Texas Eastern Transmission, LP*, 149 FERC ¶ 61,259 at P 25-29 (2014) (predetermining rolled-in rate treatment where the revenues generated at the contractual rate exceed the cost of service of the project).

<sup>23</sup> See *Ruby Pipeline, LLC*, 128 FERC ¶ 61,224 at P 78 (2009) (approving renewal rights negotiated with shippers); *Rockies Express Pipeline LLC*, 116 FERC ¶ 61,272 at PP 23, 72 (2006) (approving "rate and contractual offerings that are based on a shipper's status" as an anchor shipper, including rollover rights).

<sup>24</sup> *Southern Natural Gas Co., et al.*, 130 FERC ¶ 61,193 (2010); see also *Texas Eastern Transmission, LP*, 131 FERC ¶ 61,164 (2010).

accruing AFUDC for the Project on August 11, 2014, and in accordance with the Commission's AFUDC policy, Applicants hereby affirm that they had begun to incur capital expenditures for the Project on that date and those activities necessary to prepare the Project for its intended use were in progress at that time.

### **VIII. Other Applications**

With the exception of the instant Application, Applicants know of no other applications pending or required before the Commission under the NGA for the proposed Project. Applicants will require other federal, state, and local authorizations for the facilities proposed herein, in addition to the authorizations requested in this Application. Applicants are working with a number of federal, state, and local agencies to obtain permits, as necessary, to complete the construction of the Project. Applicants have included, in Exhibit J and as part of Resource Report No. 1 included in Exhibit F-1 to this Application, a list of all required federal permits and certificates to construct the facilities proposed in this Application and the agencies in which the application for such permits or certificates was filed or is expected to be filed.

### **IX. Notice**

A form of Notice suitable for publication in the *Federal Register* is attached hereto.

### **X. Exhibits**

This is an abbreviated application filed pursuant to Section 157.7 of the Commission's regulations under the NGA, pursuant to which Applicants have omitted the exhibits and data that are inapplicable or are unnecessary to disclose fully the nature

and extent of the proposal herein. A list of the exhibits and documents filed with this Application, which are incorporated by reference as if set forth fully herein, or which have been omitted for the reasons set forth below, is as follows:

- Exhibit A      Articles of Incorporation  
Algonquin: Omitted. Exhibit A has been filed in Docket No. CP06-76-000 and is incorporated herein by reference.
- Maritimes: Omitted. Exhibit A has been filed in Docket Nos. CP96-178, CP96-809, and CP00-77 and is incorporated herein by reference.
- Exhibit B      State Authorization  
Algonquin: Omitted. Exhibit B has been filed in Docket No. CP14-96-000 with respect to the authority to do business in the State of Maine, in Docket No. CP08-462-000 with respect to the authority to do business in the State of Texas and Docket No. CP06-76-000 for each other state in which it has authority to do business and such exhibits are incorporated herein by reference.
- Maritimes: Omitted. Exhibit B has been filed in Docket No. CP96-178 and is incorporated herein by reference.
- Exhibit C      Company Officials  
Algonquin: Attached.
- Maritimes: Attached
- Exhibit D      Subsidiaries and Affiliates  
Algonquin: Attached.
- Maritimes: Attached.
- Exhibit E      Other Pending Applications and Filings  
Omitted. This information is contained in Section VIII of this Application.
- Exhibit F      Location of Facilities  
Attached.

Exhibit F-I	<p><u>Environmental Report</u></p> <p>Attached hereto in Volumes II through IV. Resource Report Nos. 1 through 12 as specified in Sections 380.3 and 380.12 of the Commission’s regulations are included herewith. Appendices from Resource Report No. 1 (landowner information) and Resource Report No. 4 (cultural resource assessment) have been segregated and bound separately in Volume III and are labeled “Contains Privileged Information—Do Not Release.” Appendices from Resource Report No. 9 (air permit and noise survey plot plans) have been segregated and bound separately in Volume IV and are labeled “Contains Critical Energy Infrastructure Information—Do Not Release.”</p>
Exhibits G through G-II	<p><u>Flow Diagrams and Flow Diagram Data</u></p> <p>Attached hereto as part of Volume IV and marked “Contains Critical Energy Infrastructure Information—Do Not Release.”</p>
Exhibit H	<p><u>Total Gas Supply</u></p> <p>Omitted. This information is contained in Section VI of this Application.</p>
Exhibit I	<p><u>Market Data</u></p> <p>Enclosed herewith under seal as part of Volume III and marked “Contains Privileged Information—Do Not Release.” This exhibit includes copies of the Precedent Agreements among Algonquin, Maritimes and the Project Shippers.</p>
Exhibit J	<p><u>Other Federal Authorizations</u></p> <p>Attached. This exhibit identifies the following: each federal authorization that the Project will require; the federal or state agency or officer that will issue each required authorization; the date each request for authorization was submitted; why any request was not submitted and the date submission is expected; and the date by which final action on each federal authorization has been requested or is expected.</p>
Exhibit K	<p><u>Cost of Facilities</u></p> <p>Algonquin: Attached.</p> <p>Maritimes: Attached.</p>

Exhibit L	<p><u>Financing</u></p> <p>Omitted. As currently structured, Algonquin and Maritimes will finance the costs of the Project through funds on hand and borrowings under short-term financing arrangements but Algonquin and Maritimes are also considering other financing and ownership options. To the extent that they implement any other arrangement, Algonquin and Maritimes will update the Application to reflect specific information.</p>
Exhibit M	<p><u>Construction, Operation and Maintenance</u></p> <p>Omitted. Algonquin and Maritimes will construct or cause the proposed facilities to be constructed, and will manage and operate the proposed facilities.</p>
Exhibit N	<p><u>Revenues, Expenses and Income</u></p> <p>Algonquin: Omitted. This information is included in Exhibit P.</p> <p>Maritimes: Attached.</p>
Exhibit O	<p><u>Depreciation and Depletion</u></p> <p>Algonquin will use its system depreciation rate of 1.81 % for its Atlantic Bridge Project facilities.</p> <p>Maritimes will use its then-effective system depreciation rate, which currently is 2.2 %, for its Atlantic Bridge Project facilities.</p>
Exhibit P	<p><u>Tariff and Rates</u></p> <p>Algonquin: <i>Pro forma</i> tariff records setting forth the proposed Algonquin initial incremental recourse rate and incremental fuel. In addition, Exhibit P includes the support schedules for the derivation of such initial recourse rate.</p> <p>Maritimes: Omitted. Information projecting the revenues and costs associated with the Project is contained in Exhibit N. Maritimes will charge its existing system recourse rates for service on the Project facilities.</p>
Exhibit T	<p><u>Related Applications</u></p> <p>Omitted.</p>
Exhibit U	<p><u>Contracts and Other Agreements</u></p> <p>Omitted. No contracts or other agreements pertain to the abandonment of the facilities proposed herein.</p>
Exhibit V	<p><u>Flow Diagram after Abandonment</u></p>

Attached hereto in Volume IV as Exhibits G through G-II and marked “Contains Critical Energy Infrastructure Information—Do Not Release.”

Exhibit W	<u>Impact on Customers</u> Omitted. No service to customers will be terminated.
Exhibit X	<u>Effect on Existing Tariffs</u> Omitted. No effect upon any of the rate schedules or tariff on file with the Commission for Algonquin or Maritimes will occur from granting the proposed abandonment.
Exhibit Y	<u>Accounting Treatment of Abandonment</u> Attached.
Exhibit Z-1	Open Season Notice
Exhibit Z-2	Incremental Fuel Derivation
Exhibit Z-3	Form of Protective Agreement <sup>25</sup>

## **XI. Other**

Applicants request that the Commission grant this Application in accordance with the shortened procedures set forth in Rules 801 and 802 of the Commission’s Rules of Practice and Procedure. Also, if the Commission utilizes the shortened procedures, Applicants request that the intermediate decision procedure be omitted and waive oral hearing and opportunity for filing exceptions.

Exhibits G through G-II, as well as parts of Exhibit F-I, are found in Volume IV and contain Critical Energy Infrastructure Information regarding system pressure and flow. Pursuant to Section 388.112 of the Commission’s regulations, Applicants hereby request privileged treatment of these exhibits, which are marked as “Contains Critical Energy Infrastructure Information—Do Not Release.” In addition, Applicants are

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<sup>25</sup> See 18 C.F.R. § 388.112(b)(2)(i).

marking Volume III as privileged because it contains cultural resource location information and landowner information from Exhibit F-I, confidential agreements representing market data from Exhibit I, and confidential hydraulic models supporting Exhibits G through G-II.<sup>26</sup> Applicants request privileged treatment for this volume and have marked it “Contains Privileged Information—Do Not Release.” Applicants have also submitted herewith the Form of Notice of this Application.

## **XII. Summary of Authorizations Requested**

WHEREFORE, Applicants respectfully request that for the reasons set forth herein, the Commission review this Application and issue final certificates of public convenience and necessity approving the Project as described herein without condition or modification, and approving, authorizing and/or granting Applicants:

- (i) each a certificate of public convenience and necessity to construct, install, own, operate and maintain its respective facilities, as proposed herein;
- (ii) authorization to abandon by removal certain facilities, as proposed herein;
- (iii) authorization for Algonquin to charge the initial incremental recourse rate and an incremental fuel percentage for firm service on the Project;
- (iii) rolled-in rate treatment for the Maritimes’ Project facilities; and
- (v) any waivers, authority, and further relief as may be necessary to implement the proposal contained herein.

Applicants respectfully request that the Commission issue an order authorizing the requested activities on or before August 19, 2016. Applicants submit that this schedule for approval of the Application is required so that Applicants can construct and

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<sup>26</sup> The hydraulic models supporting Exhibits G through G-II are available only in electronic form in WFP format. The hydraulic flow models also contain CEIL.

have the facilities proposed herein in service by November 1, 2017, in order to meet the transportation needs of the Project Shippers for the 2017-2018 winter heating season.

Respectfully submitted,

ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE, L.L.C.

By /s/ Berk Donaldson  
Berk Donaldson  
General Manager, Rates and Certificates

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**


Verification

VERIFICATION

THE STATE OF TEXAS                     )  
  )  
COUNTY OF HARRIS                    )

Berk Donaldson, being first duly sworn, states that he is General Manager, Rates and Certificates, for Algonquin Gas Transmission, LLC and Maritimes & Northeast Pipeline, L.L.C.; that he is authorized to execute this Verification; that he has read the foregoing document and is familiar with the contents thereof; and that all allegations of fact therein contained are true and correct to the best of his knowledge and belief.

ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE, L.L.C.

  
Berk Donaldson  
General Manager, Rates and Certificates

Subscribed and sworn to before me this 22<sup>ND</sup> day of October, 2015.



  
Notary Public, State of Texas

My Commission Expires:

July 25, 2017



**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit C**

## Algonquin Gas Transmission, LLC

### Company Officers

Name	Title	Title Role	Role Start
Ausere, Michael	Representative	Management Committee	09/14/2015
Blazewicz, Stanley J.	Representative	Management Committee	09/14/2015
Hartshorne, Prescott C.	Alternate Representative	Management Committee	09/14/2015
McKerlie, Brian R.	Alternate Representative	Management Committee	09/14/2015
Paglia, Richard M.	Representative	Management Committee	09/14/2015
Smith, Patrick	Alternate Representative	Management Committee	09/14/2015
Spectra Algonquin Management, LLC	Operator	Operator	09/14/2015

**Maritimes & Northeast Pipeline, L.L.C.**

Company Officers

<b>Name</b>	<b>Title</b>	<b>Title Role</b>	<b>Role Start</b>
Belliveau, Robert	Alternate Representative	Management Committee	10/10/2013
Brink, Daniel J.	Alternate Representative	Management Committee	02/01/2013
McKerlie, Brian R.	Alternate Representative	Management Committee	01/01/2013
Morrison, Kenneth I	Representative to Management Committee	Management Committee	07/01/2012
Richard, Christian C.	Representative to Management Committee	Management Committee	10/10/2013
Yardley, William T.	Representative to Management Committee	Management Committee	02/15/2012

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit D**

## **Algonquin Gas Transmission, LLC**

### **Subsidiaries and Affiliates**

Algonquin Gas Transmission, LLC is owned by:

#### **Class A Member:**

<b>Name</b>	<b>Class A Sharing Ratio</b>	<b>Parent</b>
Spectra Algonquin Holdings, LLC	100%	Spectra Energy Corp

#### **Class B Members:**

<b>Name</b>	<b>Class B Sharing Ratio</b>	<b>Parent</b>
Spectra Algonquin Holdings, LLC	40%	Spectra Energy Corp
Eversource Gas Transmission LLC	40%	Eversource Energy
National Grid Algonquin LLC	20%	National Grid plc

Algonquin Gas Transmission, LLC owns:

None

## **Maritimes & Northeast Pipeline, L.L.C.**

### **Subsidiaries and Affiliates**

M&N Management Company, LLC (“M&NMC”), a Delaware limited liability company, is a member of Maritimes & Northeast Pipeline, L.L.C. and has a 38.77 percent membership interest in the company. M&NMC is a wholly-owned subsidiary of Spectra Energy Transmission II, LLC which, in turn, is a wholly-owned indirect subsidiary of Spectra Energy Corp.

Westcoast Energy (U.S.) LLC (“Westcoast”), a Delaware limited liability company, is a member of Maritimes & Northeast Pipeline, L.L.C. and has a 38.76 percent membership interest in the company. Westcoast is a wholly-owned indirect subsidiary of Spectra Energy Corp.

Mobil Midstream Natural Gas Investments, Inc. (MMNGII”), a Delaware corporation, is a member of Maritimes & Northeast Pipeline, L.L.C. and has a 9.55 percent interest in the company. MMNGII is a wholly-owned indirect subsidiary of ExxonMobil Corporation.

Scotia Power U.S., Ltd. (“Scotia Power”), a Delaware corporation, is a member of Maritimes & Northeast Pipeline, L.L.C. and has a 12.92 percent interest in the company. Scotia Power is a wholly-owned indirect subsidiary of Emera Inc.

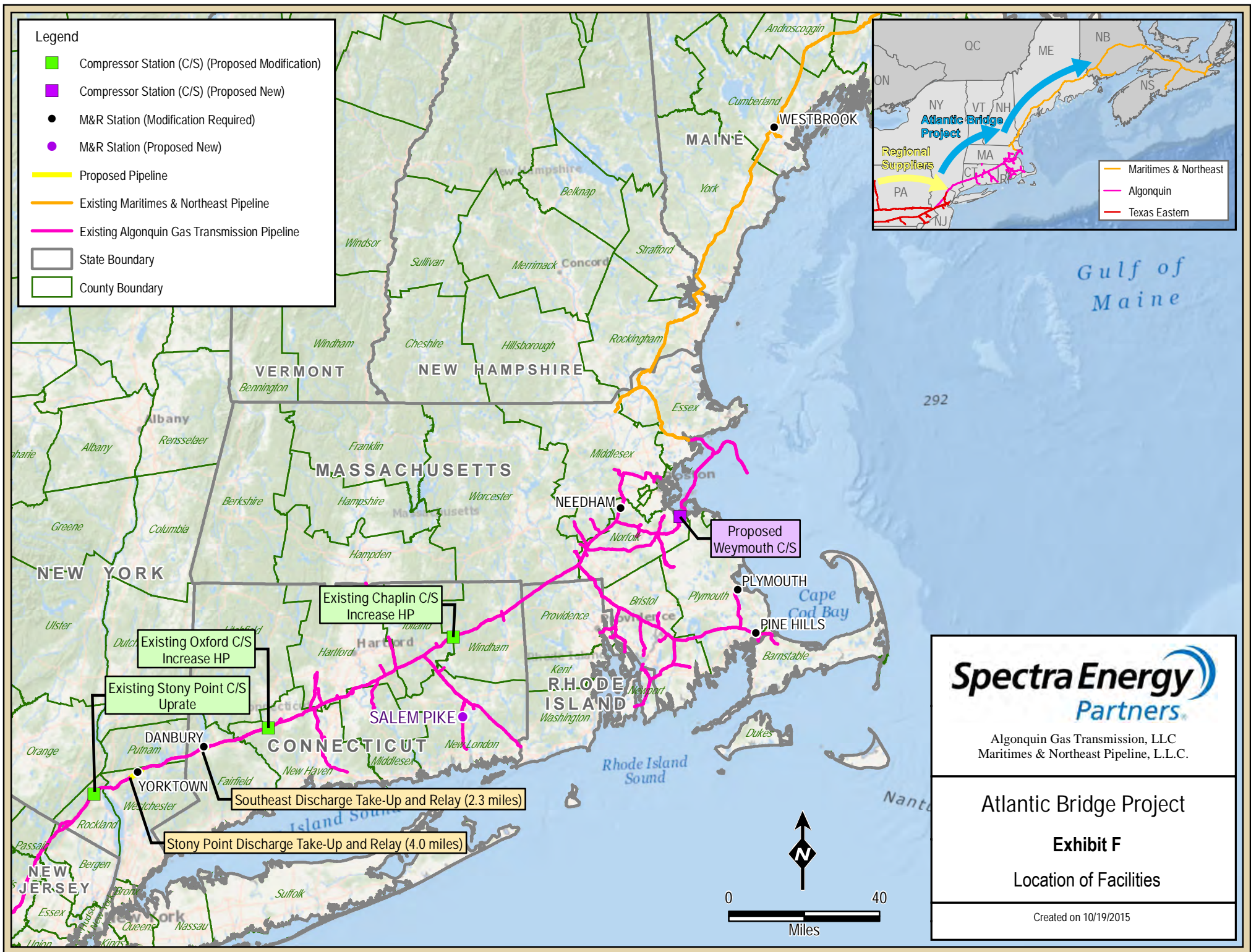
**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit F**

Location of Facilities



**Spectra Energy Partners**

Algonquin Gas Transmission, LLC  
Maritimes & Northeast Pipeline, L.L.C.

**Atlantic Bridge Project**

**Exhibit F**

**Location of Facilities**

Created on 10/19/2015

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit F-I**  
Environmental Report

Enclosed under separate cover

in Volumes II - IV

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibits G through G-II**  
Flow Diagram Data

Enclosed under separate cover  
in Volume IV,  
with confidential and privileged information  
removed to the disk  
containing Volume III.

This information has been marked  
**Contains Critical Energy Infrastructure Information—Do Not Release**

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit I**

Market Data

Enclosed herewith under seal in Volume III and marked

“Contains Privileged Information—Do Not Release”

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit J**

Other Federal Authorizations

## Exhibit J

### Federal and State Permits/Approvals and Consultations Atlantic Bridge Project

Anticipated Environmental Permit, Review and Consultation List			
Agency	Permits and Consultations	Anticipated Permit Submittal Date	Anticipated Permit Receipt Date
<b>FEDERAL</b>			
<b>Federal Energy Regulatory Commission (FERC)</b> <ul style="list-style-type: none"> <li>Office of Energy Projects</li> </ul>	<i>Required Permit:</i> <ul style="list-style-type: none"> <li>Certificate of Public Convenience and Necessity</li> <li>National Environmental Policy Act (NEPA) Review</li> <li>Pipeline abandonment under Section 7(b) of the Natural Gas Act</li> </ul>	Initiate Pre-Filing – Feb. 20, 2015  File Formal FERC Application – October 2015	Receive FERC Certificate – August 2016
<b>U.S. Army Corps of Engineers (USACE)</b> <ul style="list-style-type: none"> <li>New England District – Regulatory Division</li> <li>New York District – Regulatory Division</li> </ul>	<i>Required Permit:</i> <ul style="list-style-type: none"> <li>Section 404 Clean Water Act (CWA)</li> </ul>	November 2015	November 2016
<b>U.S. Environmental Protection Agency (USEPA)</b> <ul style="list-style-type: none"> <li>Region 1 (New England)</li> <li>Region 2 (New York)</li> </ul>	<i>Consultations:</i> <ul style="list-style-type: none"> <li>Wetland review during USACE Section 404 permit process</li> <li>Consultation during NEPA review and oversight of air permits</li> <li>SIP Conformity</li> <li>General Permit for Discharges from Construction Activities</li> </ul>	No USEPA approval required. Consultation through the USACE permitting process.	N/A
<b>U.S. Fish and Wildlife Service (USFWS)</b> <ul style="list-style-type: none"> <li>New England Field Office</li> <li>New York Field Office</li> </ul>	<i>Consultations:</i> <ul style="list-style-type: none"> <li>Federal Endangered Species Act</li> <li>Migratory Bird Treaty Act</li> <li>Fish and Wildlife Coordination Act</li> </ul>	Ongoing consultation	September/October 2016
<b>NEW YORK STATE</b>			
<b>New York State Department of Environmental Conservation (NYSDEC)</b> <ul style="list-style-type: none"> <li>Division of Environmental Permits</li> <li>Division of Fish, Wildlife &amp; Marine Resources               <ul style="list-style-type: none"> <li>Bureau of Water Permits</li> <li>Bureau of Habitat (Freshwater Wetlands Program)</li> </ul> </li> </ul>	<i>Required Permits:</i> <ul style="list-style-type: none"> <li>Section 401 Water Quality Certification (WQC) pursuant to Section 401 of the CWA</li> <li>Freshwater Wetland Permit</li> <li>State Pollution Discharge Elimination System (SPDES) Hydrostatic Test Water</li> <li>Protection of Waters Permit</li> <li>Construction Stormwater General Permit - Stormwater Pollution Prevention Plan (SWPPP)</li> </ul>	November 2015	November 2016
<b>NYSDEC</b> <ul style="list-style-type: none"> <li>Bureau of Wildlife/Fisheries</li> <li>New York Natural Heritage Program</li> </ul>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>State-listed threatened and endangered species consultations</li> </ul>	Ongoing consultation	Review concurrent with above and USFWS surveys
<b>New York State Office of Parks, Recreation &amp; Historic Preservation</b> <ul style="list-style-type: none"> <li>State Historic Preservation Office</li> </ul>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Review and consultation regarding Section 106, National Historic Preservation Act</li> <li>Review and consultation regarding potential encroachment across state lands</li> </ul>	Ongoing consultation	November 2016
<b>New York City Department of Environmental Protection, Bureau of Environmental Planning and Assessment</b>	<i>Required Permits:</i> <ul style="list-style-type: none"> <li>Stormwater Pollution Prevention Plan for Croton Watershed</li> </ul>	January 2016	September 2016

Anticipated Environmental Permit, Review and Consultation List			
Agency	Permits and Consultations	Anticipated Permit Submittal Date	Anticipated Permit Receipt Date
<b>Municipal Agencies, New York</b>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Other municipal requirements related to pipeline construction, including steep slope, erosion control, tree clearing, stream conservation and stormwater programs, air quality, impacts to agricultural districts</li> </ul>	Ongoing consultation	N/A
<b>STATE OF CONNECTICUT</b>			
<b>Connecticut Department of Energy and Environmental Protection (CTDEEP) Public Utilities Regulatory Authority Connecticut Siting Council</b>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Review and certification of energy facilities through the FERC process</li> </ul>	Begin consultations June 2015	September 2016
<b>CTDEEP</b> <ul style="list-style-type: none"> <li>Bureau of Water Protection and Land Reuse</li> </ul>	<i>Required Permits:</i> <ul style="list-style-type: none"> <li>401 Water Quality Certification</li> <li>Inland Wetlands and Watercourses</li> <li>Water Diversion Permit (Non-consumptive Use)</li> </ul>	November 2015	November 2016
<b>CTDEEP</b> <ul style="list-style-type: none"> <li>Bureau of Materials Management and Compliance Assurance - Water Permitting &amp; Enforcement Division</li> </ul>	<i>Required Permits:</i> <ul style="list-style-type: none"> <li>General Permit for discharges of hydrostatic test water</li> <li>Stormwater and Dewatering Wastewaters from Construction</li> </ul>	July 2016	September 2016
<b>CTDEEP</b> <ul style="list-style-type: none"> <li>Bureau of Natural Resources - Wildlife Division - Natural Diversity Data Base</li> </ul>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>State-listed threatened and endangered species consultations</li> </ul>	Ongoing consultation	N/A
<b>CTDEEP</b> <ul style="list-style-type: none"> <li>Inland Fisheries Division</li> </ul>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Fisheries consultations</li> </ul>	Ongoing consultation	N/A
<b>CTDEEP</b> <ul style="list-style-type: none"> <li>Bureau of Air Management</li> </ul>	<i>Required Permits:</i> <ul style="list-style-type: none"> <li>State New Source Review Permits (Oxford and Chaplin Compressor Stations)</li> </ul>	October 2015	September 2016
<b>Connecticut Department of Economic and Community Development</b> <ul style="list-style-type: none"> <li>State Historic Preservation Office</li> </ul>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Review and consultation under Section 106 of the National Historic Preservation Act</li> </ul>	Ongoing consultation	November 2016
<b>Connecticut Indian Affairs Council</b>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Review and consultation under Section 106 of the National Historic Preservation Act</li> </ul>	Ongoing consultation	N/A
<b>Municipal Inland Wetlands and Watercourse Agencies</b>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>Inland Wetlands and Watercourses</li> </ul>	Ongoing consultation	N/A
<b>COMMONWEALTH OF MASSACHUSETTS</b>			
<b>Massachusetts Executive Office of Energy and Environmental Affairs</b> <ul style="list-style-type: none"> <li>MEPA Office</li> </ul>	<i>Consultation:</i> <ul style="list-style-type: none"> <li>MEPA Certificate</li> </ul>	Consultation, no ENF required	N/A
<b>Massachusetts Executive Office of Energy and Environmental Affairs</b> <ul style="list-style-type: none"> <li>Massachusetts Office of Coastal Zone Management (CZM)</li> </ul>	<i>Consistency Determination</i> <ul style="list-style-type: none"> <li>CZM Consistency Concurrence</li> </ul>	October 2015	October 2016
<b>Massachusetts Department of Environmental Protection</b> <ul style="list-style-type: none"> <li>Southeast Region Office</li> </ul>	<i>Required Permit:</i> <ul style="list-style-type: none"> <li>Chapter 91 Waterways License</li> </ul>	November 2015	October 2016
<b>Massachusetts Department of Environmental Protection</b>	<i>Required Permit:</i> <ul style="list-style-type: none"> <li>State Comprehensive Air Plan Approval</li> </ul>	October 2015	October 2016

Anticipated Environmental Permit, Review and Consultation List			
Agency	Permits and Consultations	Anticipated Permit Submittal Date	Anticipated Permit Receipt Date
Southeast Region Office	(Weymouth Compressor Station)		
<b>Massachusetts Energy Facilities Siting Board</b>	<i>Consultation:</i> o Review and comment on FERC-regulated energy projects	Ongoing consultation	N/A
<b>Massachusetts Division of Wildlife and Fisheries</b> o Natural Heritage & Endangered Species Program	<i>Consultation:</i> o Massachusetts Endangered Species Act	Consultation complete	N/A
<b>Massachusetts Historical Commission</b>	<i>Consultation:</i> o Section 106, National Historic Preservation Act	Ongoing consultation	November 2016
<b>Massachusetts Commission on Indian Affairs</b> o State Historic Preservation Office	<i>Consultation:</i> o Section 106, National Historic Preservation Act	Ongoing consultation	N/A
<b>Municipal Conservation Commissions</b>	<i>Required Permit:</i> o Order of Conditions – Massachusetts Wetlands Protection Act	March 2016	September 2016
<b>Municipal Historical Commissions</b>	<i>Consultations:</i> o Section 106, National Historic Preservation Act (16 USC § 470f)	Ongoing consultation	N/A
<b>Massachusetts Board of Underwater Archaeological Resources</b>	<i>Consultations:</i> o Section 106, National Historic Preservation Act	Ongoing consultation	December 2016
STATE OF MAINE			
<b>Maine Department of Inland Fisheries and Wildlife</b>	<i>Consultation:</i> o State-listed endangered, threatened, and special concern species and designated Essential or Significant Wildlife Habitat consultations	Consultation complete	N/A
<b>Maine Natural Areas Program</b>	<i>Consultation:</i> o State-protected species, critical habitats, and significant natural communities consultations	Consultation complete	N/A
<b>Maine Historic Preservation Commission</b>	<i>Consultation:</i> o Section 106, National Historic Preservation Act	Ongoing consultation	November 2016
INDIAN TRIBES			
<b>Federally Recognized</b> o Wampanoag Tribe of Gay Head (Aquinnah) o Mashpee Wampanoag Indian Tribe o Narragansett Indian Tribe o Mohegan Indian Tribe o Mashantucket Pequot Tribal Nation o Delaware Nation of Oklahoma o Delaware Tribe of Indians o St. Regis Mohawk Tribe o Stockbridge-Munsee Community Band of Mohican Indians	<i>Consultations:</i> o Section 106, National Historic Preservation Act	Ongoing consultation	N/A
<b>Non-Federally Recognized</b> o Ramapough Lenape Indian Nation o Golden Hill Tribe of the	<i>Consultations:</i> o Section 106, National Historic Preservation Act	Ongoing consultation	N/A

Anticipated Environmental Permit, Review and Consultation List			
Agency	Permits and Consultations	Anticipated Permit Submittal Date	Anticipated Permit Receipt Date
Paugussett Indian Nation o Schaghticoke Tribal Nation o Eastern Pequot Tribal Nation o Massachusetts Ponkapoag Tribe			

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit K**

Cost of Facilities

## SUMMARY COST OF FACILITIES

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Atlantic Bridge Project Summary

DESCRIPTION	<u>EXHIBIT K</u>
Compression	\$ 232,530,889.00
Pipeline	\$ 188,090,492.00
M&R	\$ 29,170,059.00
	<hr/>
PROJECT TOTAL	\$ 449,791,440.00

## SUMMARY COST OF FACILITIES

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Summary of Costs Atlantic Bridge

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 22,014,034.00
133	RIGHT OF WAY DAMAGES	\$ 5,659,664.00
134	SURVEYS	\$ 7,823,325.00
135	MATERIALS	\$ 83,840,238.00
136	LABOR (Prime Contractor)	\$ 148,757,111.00
137	ENGINEERING & INSPECTION	\$ 42,677,334.00
144	OVERHEAD	\$ 38,886,771.00
145	AFUDC	\$ 21,921,934.00
146	CONTINGENCY	\$ 69,210,385.00
147	LEGAL FEES	\$ 5,910,651.00
148	OTHER SERVICES	\$ 3,089,993.00
		<hr/>
	PROJECT TOTAL	\$ 449,791,440.00

## SUMMARY COST OF FACILITIES

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Compressor Station Summary

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 9,038,541.00
133	RIGHT OF WAY DAMAGES	\$ 712,064.00
134	SURVEYS	\$ 1,994,741.00
135	MATERIALS	\$ 69,008,390.00
136	LABOR (Prime Contractor)	\$ 62,911,302.00
137	ENGINEERING & INSPECTION	\$ 16,982,300.00
144	OVERHEAD	\$ 19,690,901.00
145	AFUDC	\$ 12,095,438.00
146	CONTINGENCY	\$ 36,807,971.00
147	LEGAL FEES	\$ 2,213,837.00
148	OTHER SERVICES	\$ 1,075,404.00
		<hr/>
	PROJECT TOTAL	\$ 232,530,889.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: 2017  
FACILITY: Chaplin Compression Station - Centaur 50 Addition with Cooling

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 130,000.00
133	RIGHT OF WAY DAMAGES	\$ -
134	SURVEYS	\$ 464,230.00
135	MATERIALS	\$ 13,508,340.00
136	LABOR (Prime Contractor)	\$ 15,051,677.00
137	ENGINEERING & INSPECTION	\$ 4,442,457.00
144	OVERHEAD	\$ 3,566,991.00
145	AFUDC	\$ 1,978,942.00
146	CONTINGENCY	\$ 5,577,684.00
147	LEGAL FEES	\$ -
148	OTHER SERVICES	\$ 207,914.00
		<hr/>
	PROJECT TOTAL	\$ 44,928,235.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: 2017  
FACILITY: Chaplin Compression Station - Dual Taurus 60 Emission Upgrade

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ -
133	RIGHT OF WAY DAMAGES	\$ -
134	SURVEYS	\$ 176,000.00
135	MATERIALS	\$ 17,475,105.00
136	LABOR (Prime Contractor)	\$ 10,209,000.00
137	ENGINEERING & INSPECTION	\$ 1,895,703.00
144	OVERHEAD	\$ 2,625,683.00
145	AFUDC	\$ 1,714,705.00
146	CONTINGENCY	\$ 2,832,912.00
147	LEGAL FEES	\$ -
148	OTHER SERVICES	\$ -
PROJECT TOTAL		<hr/> \$ 36,929,108.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Oxford Compressor Station - Taurus 60 Addition with Cooling

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 160,000.00
133	RIGHT OF WAY DAMAGES	\$ -
134	SURVEYS	\$ 464,230.00
135	MATERIALS	\$ 15,120,996.00
136	LABOR (Prime Contractor)	\$ 15,051,677.00
137	ENGINEERING & INSPECTION	\$ 4,094,709.00
144	OVERHEAD	\$ 3,414,787.00
145	AFUDC	\$ 2,780,832.00
146	CONTINGENCY	\$ 5,830,716.00
147	LEGAL FEES	\$ -
148	OTHER SERVICES	\$ 210,085.00
		<hr/>
	PROJECT TOTAL	\$ 47,128,032.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: 2017  
FACILITY: Weymouth Compressor Station - Taurus 60 Gas with Cooling

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 8,748,541.00
133	RIGHT OF WAY DAMAGES	\$ 712,064.00
134	SURVEYS	\$ 890,281.00
135	MATERIALS	\$ 22,903,949.00
136	LABOR (Prime Contractor)	\$ 22,598,948.00
137	ENGINEERING & INSPECTION	\$ 6,549,431.00
144	OVERHEAD	\$ 10,083,440.00
145	AFUDC	\$ 5,620,959.00
146	CONTINGENCY	\$ 22,566,659.00
147	LEGAL FEES	\$ 2,213,837.00
148	OTHER SERVICES	\$ 657,405.00
		<hr/>
PROJECT TOTAL		\$ 103,545,514.00

## SUMMARY COST OF PIPELINES

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Pipeline Summary

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 12,504,534.00
133	RIGHT OF WAY DAMAGES	\$ 4,924,970.00
134	SURVEYS	\$ 5,263,972.00
135	MATERIALS	\$ 8,684,775.00
136	LABOR (Prime Contractor)	\$ 76,936,367.00
137	ENGINEERING & INSPECTION	\$ 20,753,155.00
144	OVERHEAD	\$ 16,949,991.00
145	AFUDC	\$ 8,243,007.00
146	CONTINGENCY	\$ 28,516,437.00
147	LEGAL FEES	\$ 3,660,580.00
148	OTHER SERVICES	\$ 1,652,704.00
		<hr/>
	PROJECT TOTAL	\$ 188,090,492.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: 3.551 miles of 42in L&R Stony Point Discharge  
0.549 miles of 42in HDD Stony Point Discharge Taconic Highway

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 7,275,093.00
133	RIGHT OF WAY DAMAGES	\$ 3,445,818.00
134	SURVEYS	\$ 2,983,609.00
135	MATERIALS	\$ 5,829,069.00
136	LABOR (Prime Contractor)	\$ 51,822,632.00
137	ENGINEERING & INSPECTION	\$ 12,122,102.00
144	OVERHEAD	\$ 11,080,911.00
145	AFUDC	\$ 5,196,272.00
146	CONTINGENCY	\$ 19,578,890.00
147	LEGAL FEES	\$ 2,294,777.00
148	OTHER SERVICES	\$ 687,973.00
		<hr/>
PROJECT TOTAL		\$ 122,317,146.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: 2.300 miles of 42in L&R Southeast Discharge

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 5,229,441.00
133	RIGHT OF WAY DAMAGES	\$ 1,479,152.00
134	SURVEYS	\$ 2,280,363.00
135	MATERIALS	\$ 2,855,706.00
136	LABOR (Prime Contractor)	\$ 25,113,735.00
137	ENGINEERING & INSPECTION	\$ 8,631,053.00
144	OVERHEAD	\$ 5,869,080.00
145	AFUDC	\$ 3,046,735.00
146	CONTINGENCY	\$ 8,937,547.00
147	LEGAL FEES	\$ 1,365,803.00
148	OTHER SERVICES	\$ 964,731.00
		<hr/>
	PROJECT TOTAL	\$ 65,773,346.00

## SUMMARY COST OF M&R

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: M&R Summary

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 470,959.00
133	RIGHT OF WAY DAMAGES	\$ 22,630.00
134	SURVEYS	\$ 564,612.00
135	MATERIALS	\$ 6,147,073.00
136	LABOR (Prime Contractor)	\$ 8,909,442.00
137	ENGINEERING & INSPECTION	\$ 4,941,879.00
144	OVERHEAD	\$ 2,245,879.00
145	AFUDC	\$ 1,583,489.00
146	CONTINGENCY	\$ 3,885,977.00
147	LEGAL FEES	\$ 36,234.00
148	OTHER SERVICES	\$ 361,885.00
		<hr/>
	PROJECT TOTAL	\$ 29,170,059.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: New York - M&R

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 48,333.00
133	RIGHT OF WAY DAMAGES	\$ 2,526.00
134	SURVEYS	\$ 75,087.00
135	MATERIALS	\$ 1,288,628.00
136	LABOR (Prime Contractor)	\$ 1,060,508.00
137	ENGINEERING & INSPECTION	\$ 796,756.00
144	OVERHEAD	\$ 361,177.00
145	AFUDC	\$ 318,402.00
146	CONTINGENCY	\$ 604,255.00
147	LEGAL FEES	\$ 10,000.00
148	OTHER SERVICES	\$ 55,000.00
		<hr/>
	PROJECT TOTAL	\$ 4,620,672.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Connecticut - M&R

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 96,666.00
133	RIGHT OF WAY DAMAGES	\$ 5,052.00
134	SURVEYS	\$ 202,577.00
135	MATERIALS	\$ 2,292,301.00
136	LABOR (Prime Contractor)	\$ 3,279,723.00
137	ENGINEERING & INSPECTION	\$ 1,518,759.00
144	OVERHEAD	\$ 757,438.00
145	AFUDC	\$ 545,848.00
146	CONTINGENCY	\$ 1,357,324.00
147	LEGAL FEES	\$ 20,000.00
148	OTHER SERVICES	\$ 105,275.00
		<hr/>
	PROJECT TOTAL	\$ 10,180,963.00

NAME: ALGONQUIN GAS TRANSMISSION, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: **2017**  
FACILITY: Massachusetts - M&R

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 325,960.00
133	RIGHT OF WAY DAMAGES	\$ 15,052.00
134	SURVEYS	\$ 286,948.00
135	MATERIALS	\$ 2,566,144.00
136	LABOR (Prime Contractor)	\$ 4,569,211.00
137	ENGINEERING & INSPECTION	\$ 2,626,364.00
144	OVERHEAD	\$ 1,127,264.00
145	AFUDC	\$ 719,239.00
146	CONTINGENCY	\$ 1,924,398.00
147	LEGAL FEES	\$ 6,234.00
148	OTHER SERVICES	\$ 201,610.00
		<hr/>
	PROJECT TOTAL	\$ 14,368,424.00

NAME: Maritimes and Northeast, LLC  
DOCKET NO.:  
PROJECT: Atlantic Bridge  
PROJECT YEAR: 2017  
FACILITY: Westbrook Meter Station Mods

ITEM	DESCRIPTION	<u>SUMMARY</u>
132	RIGHT OF WAY	\$ 13,000
133	RIGHT OF WAY DAMAGES	\$ -
134	SURVEYS	\$ 45,000
135	MATERIALS	\$ 259,000
136	LABOR (Prime Contractor)	\$ 1,019,000
137	ENGINEERING & INSPECTION	\$ 215,000
144	OVERHEAD	\$ 190,000
145	AFUDC	\$ 88,000
146	CONTINGENCY	\$ 154,000
147	LEGAL FEES	\$ -
148	OTHER SERVICES	\$ 17,000
		<hr/>
PROJECT TOTAL		\$ 2,000,000

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit N**

Revenues, Expenses and Income

**Maritimes & Northeast Pipeline, L.L.C.  
Atlantic Bridge Project  
Revenues, Expenses and Income**

**Table of Contents**

	<u>Schedule</u>
Explanatory Notes	1
Cost of Service and Revenue	2
O&M and Depreciation Expense	3
Other Tax Expense	4
Rate Base and Return	5
Federal and State Income Taxes	6
Rate of Return	7

**Maritimes & Northeast Pipeline, L.L.C.  
Atlantic Bridge Project  
Explanatory Notes**

Cost of Service

The current rates of Maritimes & Northeast Pipeline, L.L.C. (Maritimes) were established by a settlement (“Settlement”) filed in Docket No RP09-809-000, *et al.*, and approved by letter order issued on April 30, 2010.<sup>1</sup> The depreciation rate used in this Exhibit N is the currently effective depreciation rate on Maritimes’ system pursuant to the Settlement. Given that the Settlement did not specify a rate of return, the rate of return used in this Exhibit N is the as-filed rate of return in Maritimes’ pending Natural Gas Act Section 4 rate filing in Docket No. RP15-1026-000.<sup>2</sup>

The cost of service in the following worksheets was calculated using total capital costs of \$2,000,000 for Maritimes’ Project facilities as shown in detail in Exhibit K. Exhibit N utilizes the total capital costs to calculate the first year cost of service shown on Schedule 2.

Revenue

Revenues are calculated based upon the minimum amount of capacity under the long-term precedent agreements with Project Shippers that will be in effect as of the in-service date of the Project and the negotiated rates agreed to with the Project shippers for such service. As shown on Schedule 2 of Exhibit N, the Project will generate revenues significantly greater than its total cost of service. Therefore, Maritimes is proposing to use its existing Rate Schedule MN365 rates for service to the Atlantic Bridge Project customers.

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<sup>1</sup> *Maritimes & Northeast Pipeline, L.L.C.*, 131 FERC ¶ 61,095 (2010).

<sup>2</sup> The use of a proposed rate of return is appropriate because it is not being used to establish a new project rate and it is a conservative assumption that does not affect the conclusion derived from this Exhibit N, *i.e.*, that the Project will generate revenues significantly greater than its total cost of service.

**Maritimes & Northeast Pipeline, L.L.C.**  
**Atlantic Bridge Project**  
Cost of Service and Revenue

Line No.	(1) Description	(2) Year 1	(3) Year 2	(4) Year 3
1	Operation and Maintenance Expense	\$25,537	\$26,047	\$26,568
2	Depreciation Expense	\$44,000	\$44,000	\$44,000
3	Taxes Other than Income	\$34,958	\$35,313	\$35,672
4	Federal Income Taxes	\$91,814	\$87,972	\$83,487
5	State Income Taxes	\$25,773	\$24,695	\$23,436
6	Return	<u>\$218,004</u>	<u>\$208,797</u>	<u>\$198,051</u>
7	Total Cost of Service	\$440,086	\$426,824	\$411,214
8	MN365 Reservation Revenue	<u>\$15,386,923</u>	<u>\$17,299,634</u>	<u>\$14,344,094</u>
9	Difference (Line 8 - Line 7)	\$14,946,837	\$16,872,809	\$13,932,879

**Maritimes & Northeast Pipeline, L.L.C.****Atlantic Bridge Project****O&M and Depreciation Expense**

Line No.	(1) <u>Description</u>	(2) <u>Year 1</u>	(3) <u>Year 2</u>	(4) <u>Year 3</u>
1	<b><u>Operation and Maintenance Expense</u></b>			
2	Direct Labor	\$6,667	\$6,800	\$6,936
3	Direct Material & Other	\$13,333	\$13,600	\$13,872
4	Total Direct O&M	\$20,000	\$20,400	\$20,808
5	Property Insurance @ 0.20%	\$4,000	\$4,080	\$4,162
6	Benefits on Direct Labor @ 23.05%	<u>\$1,537</u>	<u>\$1,567</u>	<u>\$1,599</u>
7	Total O&M	\$25,537	\$26,047	\$26,568
8	<b><u>Depreciation Expense:</u></b>			
9	Depreciable Plant	\$2,000,000	\$2,000,000	\$2,000,000
10	Depreciation Rate	<u>2.20%</u>	<u>2.20%</u>	<u>2.20%</u>
11	Depreciation Expense	\$44,000	\$44,000	\$44,000

**Maritimes & Northeast Pipeline, L.L.C.**  
**Atlantic Bridge Project**  
Other Tax Expense

Line No.	(1) Description	(2) Year 1	(3) Year 2	(4) Year 3
1	<b><u>Taxes Other than Income:</u></b>			
2	Gross Plant:			
3	Maine	\$2,000,000	\$2,000,000	\$2,000,000
		-		
4	Ad Valorem Taxes:			
5	Maine	1.7200%	\$34,400	\$34,744
6	Total Ad Valorem Taxes		\$34,400	\$35,091
7	Payroll Taxes:			
8	Labor Cost	\$6,667	\$6,800	\$6,936
9	Payroll Taxes @	8.3690%	\$558	\$569
10	Total Taxes Other than Income			
11	(Lines 14, 23 & 26)	\$34,958	\$35,313	\$35,672

**Maritimes & Northeast Pipeline, L.L.C.**  
**Atlantic Bridge Project**  
Rate Base and Return

Line No.	(1) Description	(2) Year 1	(3) Year 2	(4) Year 3
1	Rate Base:			
2	Gas Plant in Service	\$2,000,000	\$2,000,000	\$2,000,000
3	Accumulated Depreciation	<u>(\$22,000)</u>	<u>(\$66,000)</u>	<u>(\$110,000)</u>
4	Net Plant	\$1,978,000	\$1,934,000	\$1,890,000
5	Working Capital:			
	Materials & Supplies @ 0.5640%	\$11,280	\$11,506	\$11,736
6	Accum. Deferred Income Taxes	<u>(\$11,025)</u>	<u>(\$50,792)</u>	<u>(\$104,537)</u>
7	Total Rate Base	\$1,978,255	\$1,894,714	\$1,797,199
8	Return @ 11.020%	\$218,004	\$208,797	\$198,051

**Maritimes & Northeast Pipeline, L.L.C.**  
**Atlantic Bridge Project**  
Federal and State Income Taxes

Line No.	(1) Description	(2) Year 1	(3) Year 2	(4) Year 3
1	Return	\$218,004	\$208,797	\$198,051
2	Adjustments:			
3	Interest and Debt Expense	(\$49,041)	(\$46,970)	(\$44,553)
4	Amortization of Equity AFUDC	<u>\$1,549</u>	<u>\$1,549</u>	<u>\$1,549</u>
5	Total Adjustments	(\$47,492)	(\$45,421)	(\$43,004)
6	Net Taxable Income	\$170,512	\$163,376	\$155,047
7	Federal Income Tax @ 35.00%	\$91,814	\$87,972	\$83,487
8	Pre-FIT (Lines 6 and 7)	\$262,326	\$251,348	\$238,534
9	State Income Tax @ 8.95%	\$25,773	\$24,695	\$23,436

**Maritimes & Northeast Pipeline, L.L.C.**

**Atlantic Bridge Project**

Rate of Return 1/

Line No.	(1) <u>Description</u>	(2) Capitalization <u>Ratios</u>	(3) Component <u>Cost</u>	(4) Return <u>Component</u>
1	Long-Term Debt	36.77%	6.74%	2.479%
2	Equity	<u>63.23%</u>	13.50%	<u>8.536%</u>
3	Total	100.00%		11.020%

1/ As Filed in RP15-1026.

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit P**

Tariff and Rates

**Atlantic Bridge Project**

**Cost of Service & Rates**

**Table of Contents**

	<u>Schedule</u>
Explanatory Notes	1
Cost of Service and Rate Design	2
Operation and Maintenance Expense	3
Depreciation Expense and Other Taxes	4
Rate Base and Return	5
Federal and State Income Taxes	6
Rate of Return	7
Tariff Sheets	8

## **Atlantic Bridge Project**

### **Explanatory Notes**

#### **Rate Derivation**

As shown on Schedule 2 herein, the rates proposed for firm service to Project shippers on Algonquin's portion of the Atlantic Bridge Project are straight fixed-variable rates, based on the incremental cost of service developed on Schedules 2 through 7 of this Exhibit P.

Algonquin has assigned all fixed costs to the reservation rate and all variable costs (compressor station non-labor expense) to the usage rate. Algonquin has utilized the expansion capacity of 132,705 Dth/d as the volume determinant to develop the incremental reservation rate and an estimated throughput volume of 33,906,128 Dth as the volume determinant for the usage rate, assuming 70% utilization.

No existing system costs have been assigned to these Project rates and none of the incremental cost of service of Algonquin's Atlantic Bridge Project facilities is proposed to be included in Algonquin's system rates.

#### **Cost of Service**

The rate of return and other factors used to develop the cost of service in this Exhibit P are the same factors underlying Algonquin's current rates, as approved in Docket No. RP99-262.<sup>1</sup> The factors include an allowed rate of return of 10.37% and a system depreciation rate of 1.81%. Additionally the current federal income tax rate of 35% has been used.

The total capital cost estimate used herein to calculate Algonquin's Atlantic Bridge Project incremental cost of service is \$449,791,440 as detailed in Exhibit K.

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<sup>1</sup> *Algonquin Gas Transmission, LLC*, 87 FERC ¶ 61,008 (1999).

Algonquin proposes to recover fuel use and lost and unaccounted for fuel associated with providing service on the Atlantic Bridge Project facilities, through the incremental Fuel Reimbursement Percentage ("FRP"). The incremental fuel derivation is shown on Exhibit Z-2. Consistent with the Commission's incremental fuel methodology, Algonquin will track changes in fuel costs for this new incremental service on an incremental basis through its Fuel Reimbursement Quantity mechanism set forth in Section 32 of its GT&C. Algonquin will adjust its periodic tracker mechanisms to ensure that existing customers do not subsidize the costs resulting from this new incremental service.

### Tariff Records

This Exhibit P includes updated *pro forma* tariff records for Rate Schedule AFT-1, Statement of Rates, to reflect the proposed incremental rate for the Atlantic Bridge Project. The redlined tariff records highlight all changes to the currently effective tariff records. To the extent other changes to these tariff records become effective prior to placing the Atlantic Bridge Project into service, Algonquin will include those changes when filing to place these *pro forma* tariff records into effect.

**Algonquin Gas Transmission Company, LLC**  
**Atlantic Bridge Project**  
Cost of Service and Rate Design

Line No.	(1) Description	(2) 2017	(3) 2018	(4) 2019
1	Operation and Maintenance Expense	\$1,896,620	\$1,934,552	\$1,973,243
2	Depreciation Expense	\$8,141,225	\$8,141,225	\$8,141,225
3	Taxes Other than Income	\$13,129,888	\$13,261,384	\$13,394,199
4	Federal Income Taxes	\$15,992,578	\$15,372,645	\$14,644,153
5	State Income Taxes	\$3,702,602	\$3,559,075	\$3,390,414
6	Return	<u>\$46,216,058</u>	<u>\$44,405,194</u>	<u>\$42,277,221</u>
7	Total Cost of Service	\$89,078,971	\$86,674,075	\$83,820,455
8	<b>Reservation Rate Derivation:</b>			
9	Transmission Operation & Maintenance Expense	\$1,506,827		
10	Depreciation Expense	\$8,141,225		
11	Taxes Other than Income	\$13,129,888		
12	Federal Income Taxes	\$15,992,578		
13	State Income Taxes	\$3,702,602		
14	Return	<u>\$46,216,058</u>		
15	Total Cost of Service	\$88,689,178		
16	Capacity (Dth/d)	132,705		
17	Design Determinant	<u>1,592,460</u>		
18	Max. Reservation Charge	\$55.693		
	<b>Commodity Rate Derivation:</b>			
19	Transmission Operation & Maintenance Expense	<u>\$389,793</u>		
	Total Cost of Service	\$389,793		
20	Design Determinant @ 70% Utilization	<u>33,906,128</u>		
21	Commodity Rate (\$/dth)	\$0.0115		
19	Reservation Charge Adjustment	\$1.8310		
20	Volumetric Res. Charge	\$1.8310		
21	Minimum Reservation Charge	\$0.0000		
22	Minimum Commodity Charge (\$/dth)	\$0.0115		
23	Authorized Overrun Charge - Max.	\$1.8425		
24	Authorized Overrun Charge - Min.	\$0.0115		

**Algonquin Gas Transmission Company, LLC**  
**Atlantic Bridge Project**  
Operation and Maintenance Expenses

Line No.	(1) Account Title	(2) 2017	(3) 2018	(4) 2019
1	Operation:			
2	850 Supervision & Engr. -Labor	\$61,263	\$62,488	\$63,738
3	850 Supervision & Engr. -M&O	\$122,525	\$124,976	\$127,475
4	851 Sys.Control & Load Dis. -Labor	\$4,113	\$4,195	\$4,279
5	851 Sys.Control & Load Dis. -M&O	\$8,226	\$8,390	\$8,558
6	852 Communication Systems -Labor	\$14,899	\$15,197	\$15,501
7	852 Communication Systems -M&O	\$29,799	\$30,395	\$31,003
8	853 Compressor Stations -Labor	\$104,895	\$106,993	\$109,133
9	853 Compressor Stations -M&O	\$209,790	\$213,986	\$218,265
10	855 Electric Power	\$0	\$0	\$0
11	856 Mains -Labor	\$0	\$0	\$0
12	856 Mains -M&O	\$0	\$0	\$0
13	857 M & R Station Expense -Labor	\$1,758	\$1,793	\$1,829
14	857 M & R Station Expense -M&O	\$3,516	\$3,587	\$3,659
15	858 Transportation by Others	\$0	\$0	\$0
16	860 Rents -M & O	<u>\$3,205</u>	<u>\$3,269</u>	<u>\$3,334</u>
17	Total Operation	\$563,989	\$575,269	\$586,774
18	Maintenance:			
19	861 Supervision & Engr. -Labor	\$15,970	\$16,290	\$16,616
20	861 Supervision & Engr. -M&O	\$31,941	\$32,580	\$33,231
21	862 Structures & Improvements -Labor	\$5,676	\$5,789	\$5,905
22	862 Structures & Improvements -M&O	\$11,351	\$11,578	\$11,810
23	863 Mains -Labor	\$0	\$0	\$0
24	863 Mains -M&O	\$0	\$0	\$0
25	864 Compressor Stations -Labor	\$90,002	\$91,802	\$93,638
26	864 Compressor Stations -M&O	\$180,003	\$183,603	\$187,275
27	865 M & R Stations -Labor	\$414	\$422	\$430
28	865 M & R Stations -M&O	\$827	\$844	\$860
29	866 Communication Systems -Labor	\$1,255	\$1,280	\$1,305
30	866 Communication Systems -M&O	\$2,509	\$2,559	\$2,611
31	867 Other Equipment -Labor	\$1,160	\$1,183	\$1,207
32	867 Other Equipment -M&O	<u>\$2,320</u>	<u>\$2,366</u>	<u>\$2,414</u>
33	Total Maintenance	<u>\$343,427</u>	<u>\$350,296</u>	<u>\$357,302</u>
34	Total Direct O&M	\$907,416	\$925,564	\$944,076
35	Administrative and General:			
36	Property Insurance @ 0.20%	\$899,583	\$917,575	\$935,926
37	Pensions & Benefits @ 29.73%	<u>\$89,621</u>	<u>\$91,413</u>	<u>\$93,242</u>
38	Total Administrative and General	\$989,204	\$1,008,988	\$1,029,168
39	Total Operation & Maintenance Expenses	\$1,896,620	\$1,934,552	\$1,973,243

**Algonquin Gas Transmission Company, LLC**  
**Atlantic Bridge Project**  
Depreciation Expense and Other Taxes

Line No.	(1) Description	(2) <u>2017</u>	(3) <u>2018</u>	(4) <u>2019</u>
1	Depreciation Expense:			
2	Depreciable Plant	\$449,791,440	\$449,791,440	\$449,791,440
3	Depreciation Rate	<u>1.81%</u>	<u>1.81%</u>	<u>1.81%</u>
4	Depreciation Exp.	\$8,141,225	\$8,141,225	\$8,141,225
5	Taxes Other than Income:			
6	Ad Valorem Taxes:			
7	Gross Plant	\$449,791,440	\$449,791,440	\$449,791,440
8	Ad Valorem Taxes 2.915%	\$13,110,177	\$13,241,279	\$13,373,691
9	Payroll Taxes:			
10	Labor Cost	\$301,404	\$307,432	\$313,580
11	Payroll Taxes 6.540%	\$19,712	\$20,106	\$20,508
12	Total Taxes Other than Income	\$13,129,888	\$13,261,384	\$13,394,199

**Algonquin Gas Transmission Company, LLC**  
**Atlantic Bridge Project**  
Rate Base and Return

Line No.	(1) <u>Description</u>	(2) <u>2017</u>	(3) <u>2018</u>	(4) <u>2019</u>
1	Rate Base:			
2	Gas Plant in Service	\$449,791,440	\$449,791,440	\$449,791,440
3	Accumulated Depreciation	<u>(\$4,070,613)</u>	<u>(\$12,211,838)</u>	<u>(\$20,353,063)</u>
4	Net Plant	\$445,720,827	\$437,579,602	\$429,438,377
5	Working Capital:			
	Materials & Supplies @ 0.600%	\$2,698,749	\$2,752,724	\$2,807,778
6	Accum. Deferred Income Taxes	<u>(\$2,748,817)</u>	<u>(\$12,124,093)</u>	<u>(\$24,558,397)</u>
7	Total Rate Base	\$445,670,759	\$428,208,233	\$407,687,758
8	Return @ 10.370%	\$46,216,058	\$44,405,194	\$42,277,221

**Algonquin Gas Transmission Company, LLC**  
**Atlantic Bridge Project**  
Federal and State Income Taxes

Line No.	(1) <u>Description</u>	(2) <u>2017</u>	(3) <u>2018</u>	(4) <u>2019</u>
1	Return	\$46,216,058	\$44,405,194	\$42,277,221
2	Adjustments:			
3	Interest and Debt Expense	(\$16,832,985)	(\$16,173,425)	(\$15,398,367)
4	Amortization of Equity AFUDC	<u>\$317,430</u>	<u>\$317,430</u>	<u>\$317,430</u>
5	Total Adjustments	(\$16,515,555)	(\$15,855,995)	(\$15,080,937)
6	Net Taxable Income	\$29,700,503	\$28,549,199	\$27,196,284
7	Federal Income Tax @ 35.00%	\$15,992,578	\$15,372,645	\$14,644,153
8	Pre-FIT (Lines 6 and 7)	\$45,693,081	\$43,921,844	\$41,840,437
9	State Income Tax @ 7.50%	\$3,702,602	\$3,559,075	\$3,390,414

**Algonquin Gas Transmission Company, LLC**  
**Atlantic Bridge Project**  
Rate of Return

Line <u>No.</u>	(1) <u>Description</u>	(2) Capitalization <u>Ratios</u>	(3) Component <u>Cost</u>	(4) Return <u>Component</u>
1	Long-Term Debt	41.83%	9.03%	3.777%
2	Equity	<u>58.17%</u>	11.33%	<u>6.591%</u>
3	Total	100.00%		10.370%

**Rate Schedule AFT-1**  
**Firm Transportation Service**

Maximum	Base-----\$/Dth -----	
Reservation Charge:	Tariff	Total
Conversion From:	Rate 1/	Rate
(F-1/WS-1)	\$6.5734	\$6.5734
(F-2/F-3)	\$6.5734	\$6.5734
(F-4)	\$6.5734	\$6.5734
(STB/SS-3)	\$6.5734	\$6.5734
(FTP)	\$11.8368	\$11.8368
(PSS-T)	\$9.7854	\$9.7854
(AFT-2)	\$6.1138	\$6.1138
(AFT-3)	\$10.7554	\$10.7554
(AFT-5)	\$12.6265	\$12.6265
(ITP)	\$13.0110	\$13.0110
(X-35)	\$10.2027	\$10.2027
(X-39)	\$13.2089	\$13.2089

Minimum Reservation Charge: \$0.0000 \$0.0000

	Base \$/Dth
Maximum Commodity Charge:	Tariff
	Rate 1/ 2/
(F-1/WS-1)	\$0.0112
(F-2/F-3)	\$0.0112
(F-4)	\$0.0112
(STB/SS-3)	\$0.0112
(FTP)	\$0.0000
(PSS-T)	\$0.0000
(AFT-2)	\$0.0000
(AFT-3)	\$0.0000
(AFT-5)	\$0.0000
(ITP)	\$0.0000
(X-35)	\$0.0000
(X-39)	\$0.0000

Minimum Commodity Charge:	
AFT-1 (F-1/WS-1)	\$0.0112
AFT-1 (F-2/F-3)	\$0.0112
AFT-1 (F-4)	\$0.0112
AFT-1 (STB/SS-3)	\$0.0112
AFT-1 (All other)	\$0.0000

	Base \$/Dth
Maximum Authorized Overrun	Tariff
Commodity Charge:	Rate 1/ 2/
(F-1/WS-1)	\$0.2273
(F-2/F-3)	\$0.2273
(F-4)	\$0.2273
(STB/SS-3)	\$0.2273
(FTP)	\$0.3892
(PSS-T)	\$0.3217
(AFT-2)	\$0.2010
(AFT-3)	\$0.3536
(AFT-5)	\$0.4151
(ITP)	\$0.4278
(X-35)	\$0.3354
(X-39)	\$0.4343

Minimum Authorized Overrun	
Commodity Charge:	
AFT-1 (F-1/WS-1)	\$0.0112
AFT-1 (F-2/F-3)	\$0.0112
AFT-1 (F-4)	\$0.0112
AFT-1 (STB/SS-3)	\$0.0112
AFT-1 (All other)	\$0.0000

1/ The Base Tariff is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

2/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge to applicable customers, pursuant to Section 34 of the General Terms and Conditions.

**Rate Schedule AFT-1  
 Incremental Capacity Charges  
 Firm Transportation Service**

		CHARGES \$/dth	
APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS AND IN ADDITION TO THE AFT-1 SYSTEM RATE:		Maximum	Minimum
1. Docket No. CP99-46 (EMI-Tiverton Project):			
Customer	dth		
Calpine Energy Services LP	46,000		
RESERVATION CHARGE		1.6424	0.0000
VOLUMETRIC RESERVATION CHARGE		0.0540	0.0000
2. Docket No. CP01-5 (HubLine Mainline):			
HUBLINE CHARGE APPLICABLE TO CUSTOMERS CONTRACTED FOR TRANSPORTATION PATH AND/OR UTILIZING PRIMARY RECEIPT AND/OR DELIVERY POINTS FROM BEVERLY TO WEYMOUTH, AND IN ADDITION TO THE AFT-1 SYSTEM RATE:		Maximum	Minimum
RESERVATION CHARGE		1.8607	0.0000
VOLUMETRIC RESERVATION CHARGE		0.0612	0.0000
HUBLINE SURCHARGE APPLICABLE TO ALL CUSTOMERS UTILIZING SECONDARY RECEIPT POINTS BETWEEN AND INCLUDING BEVERLY AND WEYMOUTH AND/OR UTILIZING SECONDARY DELIVERY POINTS BETWEEN BEVERLY AND WEYMOUTH, INCLUDING BEVERLY AND EXCLUDING WEYMOUTH, AND IN ADDITION TO OTHER APPLICABLE CHARGES:		Maximum	Minimum
COMMODITY CHARGE 3/		0.0612	0.0000
3. Docket No. CP06-76 (Ramapo Project):			
APPLICABLE TO CUSTOMERS CONTRACTED FOR TRANSPORTATION SERVICE ON FACILITIES CONSTRUCTED UNDER THE RAMAPO PROJECT IN ADDITION TO THE AFT-1 SYSTEM RATE:		CHARGES \$/dth	
RESERVATION CHARGE		Maximum	Minimum
VOLUMETRIC RESERVATION CHARGE		7.5608	0.0000
AUTHORIZED OVERRUN CHARGE		0.2486	0.0000
4. Docket No. CP16- (Atlantic Bridge Project):			
APPLICABLE TO CUSTOMERS CONTRACTED FOR TRANSPORTATION SERVICE ON FACILITIES CONSTRUCTED UNDER THE ATLANTIC BRIDGE PROJECT:		CHARGES \$/dth	
RESERVATION CHARGE		Maximum	Minimum
COMMODITY CHARGE		55.6932	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0115	0.0115
VOLUMETRIC RESERVATION CHARGE		1.8310	0.0000
AUTHORIZED OVERRUN CHARGE		1.8310	0.0000
		1.8425	0.0115

- 1/ The Reservation Charge is the effective rate on file with the Commission excluding adjustments approved by the Commission.
- 2/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge to applicable customers, pursuant to Section 34 of the General Terms and Conditions.
- 3/ HubLine surcharges applicable to both the Commodity and Authorized Overrun Charges.

**Rate Schedule AFT-1  
 Firm Transportation Service  
 Capacity Release**

Maximum Reservation Charge:	Base --- \$/Dth --- Tariff Rate 1/	----- Volumetric----- Base Rate	2/ Total Rate
	(a)	(b)	(c)=(b)
(F-1/WS-1)	\$6.5734	\$0.2161	\$0.2161
(F-2/F-3)	\$6.5734	\$0.2161	\$0.2161
(F-4)	\$6.5734	\$0.2161	\$0.2161
(STB/SS-3)	\$6.5734	\$0.2161	\$0.2161
(FTP)	\$11.8368	\$0.3892	\$0.3892
(PSS-T)	\$9.7854	\$0.3217	\$0.3217
(AFT-2)	\$6.1138	\$0.2010	\$0.2010
(AFT-3)	\$10.7554	\$0.3536	\$0.3536
(AFT-5)	\$12.6265	\$0.4151	\$0.4151
(ITP)	\$13.0110	\$0.4278	\$0.4278
(X-35)	\$10.2027	\$0.3354	\$0.3354
(X-39)	\$13.2089	\$0.4343	\$0.4343
Minimum Reservation Charge:	\$0.0000	\$0.0000	\$0.0000

**Rate Schedule AFT-1S Capacity Release**

Maximum Reservation Charge:	Base --- \$/Dth --- Tariff Rate 1/	----- Volumetric----- Base Rate	3/ Total Rate
	(a)	(b)	(c)=(b)
(F-1/WS-1)	\$2.6294	\$0.0864	\$0.0864
(F-2/F-3)	\$2.6294	\$0.0864	\$0.0864
(F-4)	\$2.6294	\$0.0864	\$0.0864
(STB/SS-3)	\$2.6294	\$0.0864	\$0.0864
Minimum Reservation Charge	\$0.0000	\$0.0000	\$0.0000

Commodity Charge:	Base \$/Dth 3/ Tariff Rate 1/ 4/
(F-1/WS-1) Maximum	\$0.2273
(F-2/F-3) Maximum	\$0.2273
(F-4) Maximum	\$0.2273
(STB/SS-3) Maximum	\$0.2273
(F-1/WS-1) Minimum	\$0.0112
(F-2/F-3) Minimum	\$0.0112
(F-4) Minimum	\$0.0112
(STB/SS-3) Minimum	\$0.0112

- 1/ The Base Tariff is the effective rate on file with the Commission, excluding adjustments approved by the Commission.
- 2/ The volumetric reservation charges are applicable to capacity releases where Releasing Customer's Notice provides for bids on a volumetric basis, and are exclusive of surcharges and commodity.
- 3/ Reservation charges and commodity charges applicable to capacity released under Rate Schedule AFT-1S and acquired under Rate Schedule AFT-1.
- 4/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge to applicable customers, pursuant to Section 34 of the General Terms and Conditions.

## **FUEL REIMBURSEMENT PERCENTAGES**

<u>Period</u>	<u>Duration</u>	<u>FRP</u>
SYSTEM SERVICES: 1/		
Winter	December 1 - March 31	0.97%
Spring, Summer And Fall	April 1 - November 30	1.07%
INCREMENTAL RAMAPO SERVICE: 1/		
Winter	December 1 - March 31	2.38%
Spring, Summer And Fall	April 1 - November 30	1.99%
INCREMENTAL ATLANTIC BRIDGE SERVICE: 1/		
Winter	December 1 - March 31	2.61%
Spring, Summer And Fall	April 1 - November 30	2.61%

1/ For all receipt points other than Beverly, Meter No. 00215

Fuel Reimbursement Percentages (FRP) pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

## **FUEL REIMBURSEMENT PERCENTAGES**

<u>Period</u>	<u>Duration</u>	<u>FRP</u>
<b>SYSTEM SERVICES – BEVERLY RECEIPTS/NON-HUBLINE DELIVERIES:</b>		
Winter	December 1 - March 31	0.69%
Spring, Summer And Fall	April 1 - November 30	0.73%
<b>INCREMENTAL RAMAPO SERVICE – BEVERLY RECEIPTS/NON-HUBLINE DELIVERIES:</b>		
Winter	December 1 - March 31	1.81%
Spring, Summer And Fall	April 1 - November 30	1.73%
<b>INCREMENTAL ATLANTIC BRIDGE SERVICE – BEVERLY RECEIPTS/NON-HUBLINE DELIVERIES:</b>		
Winter	December 1 - March 31	1.84%
Spring, Summer And Fall	April 1 - November 30	1.84%

Fuel Reimbursement Percentages (FRP) pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

**Rate Schedule AFT-1**  
**Firm Transportation Service**

Maximum	Base-----\$/Dth -----	
Reservation Charge:	Tariff	Total
Conversion From:	Rate 1/	Rate
(F-1/WS-1)	\$6.5734	\$6.5734
(F-2/F-3)	\$6.5734	\$6.5734
(F-4)	\$6.5734	\$6.5734
(STB/SS-3)	\$6.5734	\$6.5734
(FTP)	\$11.8368	\$11.8368
(PSS-T)	\$9.7854	\$9.7854
(AFT-2)	\$6.1138	\$6.1138
(AFT-3)	\$10.7554	\$10.7554
(AFT-5)	\$12.6265	\$12.6265
(ITP)	\$13.0110	\$13.0110
(X-35)	\$10.2027	\$10.2027
(X-39)	\$13.2089	\$13.2089
Minimum Reservation Charge:	\$0.0000	\$0.0000

	Base \$/Dth
Maximum Commodity Charge:	Tariff
	Rate 1/ 2/
(F-1/WS-1)	\$0.0112
(F-2/F-3)	\$0.0112
(F-4)	\$0.0112
(STB/SS-3)	\$0.0112
(FTP)	\$0.0000
(PSS-T)	\$0.0000
(AFT-2)	\$0.0000
(AFT-3)	\$0.0000
(AFT-5)	\$0.0000
(ITP)	\$0.0000
(X-35)	\$0.0000
(X-39)	\$0.0000
Minimum Commodity Charge:	
AFT-1 (F-1/WS-1)	\$0.0112
AFT-1 (F-2/F-3)	\$0.0112
AFT-1 (F-4)	\$0.0112
AFT-1 (STB/SS-3)	\$0.0112
AFT-1 (All other)	\$0.0000

	Base \$/Dth
Maximum Authorized Overrun	Tariff
Commodity Charge:	Rate 1/ 2/
(F-1/WS-1)	\$0.2273
(F-2/F-3)	\$0.2273
(F-4)	\$0.2273
(STB/SS-3)	\$0.2273
(FTP)	\$0.3892
(PSS-T)	\$0.3217
(AFT-2)	\$0.2010
(AFT-3)	\$0.3536
(AFT-5)	\$0.4151
(ITP)	\$0.4278
(X-35)	\$0.3354
(X-39)	\$0.4343
Minimum Authorized Overrun	
Commodity Charge:	
AFT-1 (F-1/WS-1)	\$0.0112
AFT-1 (F-2/F-3)	\$0.0112
AFT-1 (F-4)	\$0.0112
AFT-1 (STB/SS-3)	\$0.0112
AFT-1 (All other)	\$0.0000

1/ The Base Tariff is the effective rate on file with the Commission, excluding adjustments approved by the Commission.

- 2/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge to applicable customers, pursuant to Section 34 of the General Terms and Conditions.

**Rate Schedule AFT-1  
Incremental Capacity Charges  
Firm Transportation Service**

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS AND IN ADDITION TO THE AFT-1 SYSTEM RATE:

	Maximum	Minimum
--	---------	---------

1. Docket No. CP99-46 (EMI-Tiverton Project):

Customer	dth
Calpine Energy Services LP	46,000

RESERVATION CHARGE	1.6424	0.0000
VOLUMETRIC RESERVATION CHARGE	0.0540	0.0000

2. Docket No. CP01-5 (HubLine Mainline):

HUBLINE CHARGE APPLICABLE TO CUSTOMERS CONTRACTED FOR TRANSPORTATION PATH AND/OR UTILIZING PRIMARY RECEIPT AND/OR DELIVERY POINTS FROM BEVERLY TO WEYMOUTH, AND IN ADDITION TO THE AFT-1 SYSTEM RATE:

	Maximum	Minimum
RESERVATION CHARGE	1.8607	0.0000
VOLUMETRIC RESERVATION CHARGE	0.0612	0.0000

USAGE 2/  
CHARGES  
\$/dth

HUBLINE SURCHARGE APPLICABLE TO ALL CUSTOMERS UTILIZING SECONDARY RECEIPT POINTS BETWEEN AND INCLUDING BEVERLY AND WEYMOUTH AND/OR UTILIZING SECONDARY DELIVERY POINTS BETWEEN BEVERLY AND WEYMOUTH, INCLUDING BEVERLY AND EXCLUDING WEYMOUTH, AND IN ADDITION TO OTHER APPLICABLE CHARGES:

	Maximum	Minimum
COMMODITY CHARGE 3/	0.0612	0.0000

3. Docket No. CP06-76 (Ramapo Project):

APPLICABLE TO CUSTOMERS CONTRACTED FOR TRANSPORTATION SERVICE ON FACILITIES CONSTRUCTED UNDER THE RAMAPO PROJECT IN ADDITION TO THE AFT-1 SYSTEM RATE:

	Maximum	Minimum
RESERVATION CHARGE	7.5608	0.0000
VOLUMETRIC RESERVATION CHARGE	0.2486	0.0000
AUTHORIZED OVERRUN CHARGE	0.2486	0.0000

4. Docket No. CP16- (Atlantic Bridge Project):

APPLICABLE TO CUSTOMERS CONTRACTED FOR TRANSPORTATION SERVICE ON FACILITIES CONSTRUCTED UNDER THE ATLANTIC BRIDGE PROJECT:	CHARGES \$/dth	Maximum	Minimum
RESERVATION CHARGE		55.6932	0.0000
COMMODITY CHARGE		0.0115	0.0115
RESERVATION CHARGE ADJUSTMENT		1.8310	0.0000
VOLUMETRIC RESERVATION CHARGE		1.8310	0.0000
AUTHORIZED OVERRUN CHARGE		1.8425	0.0115

- 1/ The Reservation Charge is the effective rate on file with the Commission excluding adjustments approved by the Commission.
- 2/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge to applicable customers, pursuant to Section 34 of the General Terms and Conditions.
- 3/ HubLine surcharges applicable to both the Commodity and Authorized Overrun Charges.

**Rate Schedule AFT-1  
Firm Transportation Service  
Capacity Release**

Maximum Reservation Charge:	Base --- \$/Dth --- Tariff Rate 1/ (a)	----- Volumetric----- Base Rate (b)	2/ Total Rate (c)=(b)
(F-1/WS-1)	\$6.5734	\$0.2161	\$0.2161
(F-2/F-3)	\$6.5734	\$0.2161	\$0.2161
(F-4)	\$6.5734	\$0.2161	\$0.2161
(STB/SS-3)	\$6.5734	\$0.2161	\$0.2161
(FTP)	\$11.8368	\$0.3892	\$0.3892
(PSS-T)	\$9.7854	\$0.3217	\$0.3217
(AFT-2)	\$6.1138	\$0.2010	\$0.2010
(AFT-3)	\$10.7554	\$0.3536	\$0.3536
(AFT-5)	\$12.6265	\$0.4151	\$0.4151
(ITP)	\$13.0110	\$0.4278	\$0.4278
(X-35)	\$10.2027	\$0.3354	\$0.3354
(X-39)	\$13.2089	\$0.4343	\$0.4343
Minimum Reservation Charge:	\$0.0000	\$0.0000	\$0.0000

**Rate Schedule AFT-1S Capacity Release**

Maximum Reservation Charge:	Base --- \$/Dth --- Tariff Rate 1/ (a)	----- Volumetric----- Base Rate (b)	3/ Total Rate (c)=(b)
(F-1/WS-1)	\$2.6294	\$0.0864	\$0.0864
(F-2/F-3)	\$2.6294	\$0.0864	\$0.0864
(F-4)	\$2.6294	\$0.0864	\$0.0864
(STB/SS-3)	\$2.6294	\$0.0864	\$0.0864
Minimum Reservation Charge	\$0.0000	\$0.0000	\$0.0000

Commodity Charge:	Base \$/Dth 3/ Tariff Rate 1/ 4/
(F-1/WS-1) Maximum	\$0.2273
(F-2/F-3) Maximum	\$0.2273
(F-4) Maximum	\$0.2273
(STB/SS-3) Maximum	\$0.2273
(F-1/WS-1) Minimum	\$0.0112
(F-2/F-3) Minimum	\$0.0112
(F-4) Minimum	\$0.0112
(STB/SS-3) Minimum	\$0.0112

- 1/ The Base Tariff is the effective rate on file with the Commission, excluding adjustments approved by the Commission.
- 2/ The volumetric reservation charges are applicable to capacity releases where Releasing Customer's Notice provides for bids on a volumetric basis, and are exclusive of surcharges and commodity.
- 3/ Reservation charges and commodity charges applicable to capacity released under Rate Schedule AFT-1S and acquired under Rate Schedule AFT-1.
- 4/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge to applicable customers, pursuant to Section 34 of the General Terms and Conditions.

## FUEL REIMBURSEMENT PERCENTAGES

<u>Period</u>	<u>Duration</u>	<u>FRP</u>
SYSTEM SERVICES: 1/		
Winter	December 1 - March 31	0.97%
Spring, Summer And Fall	April 1 - November 30	1.07%

### INCREMENTAL RAMAPO SERVICE: 1/

Winter	December 1 - March 31	2.38%
Spring, Summer And Fall	April 1 - November 30	1.99%

### INCREMENTAL ATLANTIC BRIDGE SERVICE: 1/

<u>Winter</u>	<u>December 1 - March 31</u>	<u>2.61%</u>
<u>Spring, Summer And Fall</u>	<u>April 1 - November 30</u>	<u>2.61%</u>

1/ For all receipt points other than Beverly, Meter No. 00215

Fuel Reimbursement Percentages (FRP) pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

## FUEL REIMBURSEMENT PERCENTAGES

<u>Period</u>	<u>Duration</u>	<u>FRP</u>
---------------	-----------------	------------

### SYSTEM SERVICES – BEVERLY RECEIPTS/NON-HUBLINE DELIVERIES:

Winter	December 1 - March 31	0.69%
Spring, Summer And Fall	April 1 - November 30	0.73%

### INCREMENTAL RAMAPO SERVICE – BEVERLY RECEIPTS/NON-HUBLINE DELIVERIES:

Winter	December 1 - March 31	1.81%
Spring, Summer And Fall	April 1 - November 30	1.73%

### INCREMENTAL ATLANTIC BRIDGE SERVICE – BEVERLY RECEIPTS/NON-HUBLINE DELIVERIES:

<u>Winter</u>	<u>December 1 - March 31</u>	<u>1.84%</u>
<u>Spring, Summer And Fall</u>	<u>April 1 - November 30</u>	<u>1.84%</u>

Fuel Reimbursement Percentages (FRP) pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit Y**

Accounting Treatment of Abandonment

**Algonquin Gas Transmission  
Atlantic Bridge Project  
CP16 - \_\_\_\_\_ -000  
Exhibit Y**

**Abandon 6.3 Miles 26" Diameter Pipe in NY, 4.0 Miles 26" Diameter Pipe in NY,  
2.3 Miles 26" Diameter Pipe in CT**

ENTRY	DEBIT	CREDIT	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1	1088		Retirement Work In Progress	963,491	
		1010	Gas Plant In Service		963,491
To record the retirement from Gas Plant in Service.					
2	1088		Retirement Work in Progress	1,835,057	
		1310	Cash		1,835,057
To record Cost of Removal					
3	1080		Provision for Accumulated Depreciation	2,798,548	
		1088	Retirement Work in Progress		2,798,548
To record clearance of Retirement Work in Progress.					

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit Z-1**

Open Season Notices

## Atlantic Bridge Project

*Securing the energy future of the New England States and the Maritime Provinces by providing a direct connection to clean and abundant regional supplies of natural gas*



### Open Season Notice for Firm Service

February 5, 2014 – March 31, 2014

## Atlantic Bridge Project

*Securing the energy future of the New England States and the Maritime Provinces by providing a direct connection to clean and abundant regional supplies of natural gas*

Spectra Energy's Algonquin Gas Transmission, LLC ("Algonquin"), together with Maritimes & Northeast Pipeline, L.L.C. and Maritimes & Northeast Pipeline Limited Partnership (collectively, "Maritimes"), leading providers of natural gas transportation to the New England States and the Maritime Provinces, recently executed an agreement with Unitil Corporation. The agreement provides for Unitil to participate as an Anchor Shipper in this Open Season for an expansion of the Algonquin and Maritimes systems with a proposed in-service date of November 2017. Through this Open Season, Algonquin and Maritimes invite parties interested in being a part of the Atlantic Bridge Project to submit a Service Request Form.

### Project Background

Natural gas demand in the New England States and the Maritime Provinces is growing. Through discussions with the regional markets, Algonquin and Maritimes have identified a need for additional pipeline capacity to address demand created by growth in various markets largely led by energy conversions to natural gas. An addition of infrastructure would provide much needed supply diversity and reliability and would also help to stabilize natural gas prices in the region.

The regional need for more pipeline infrastructure is well documented. Beginning in the summer of 2013 with Maine's Omnibus Energy Bill, the need for additional natural gas capacity and lower energy costs was acknowledged. The New England Governors and Eastern Canadian Premiers stated their concerns and desire to work on regional cooperation for strategic investments in energy infrastructure. This commitment has also spurred an initiative led by the New England States Committee

on Electricity (NESCOE) to secure additional pipeline capacity for the region.

Natural gas production in the Marcellus and Utica regions is currently at approximately 14 Bcf/d, and Algonquin is well connected to this supply through approximately 3 Bcf/d of existing pipeline interconnections on pipelines with a capacity in excess of 10 Bcf/d. Algonquin and Maritimes are uniquely positioned to deliver these supplies of natural gas to end use markets through their extensive existing city gate footprint and connections to a significant percentage of the ISO New England (ISO-NE) power generation fleet. The Atlantic Bridge Project would provide greater access for these abundant supplies from regional production to flow into the New England States and Maritime Provinces.

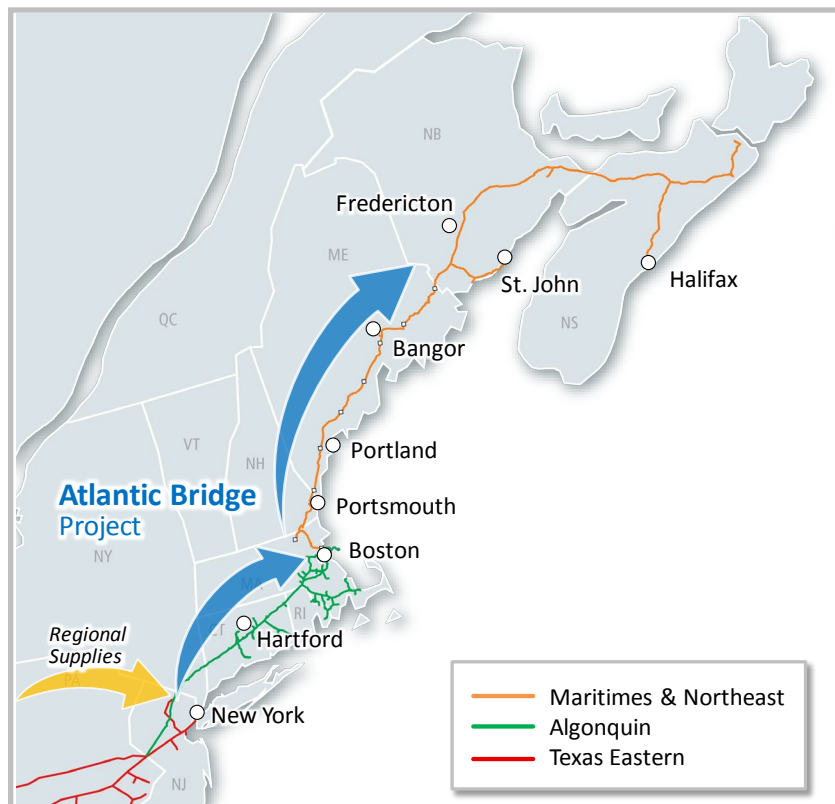
Algonquin and Maritimes have the proven ability and experience to execute the Atlantic Bridge Project. Further, with most of the construction expected to occur within existing rights-of-way and at company-owned facilities, Algonquin and Maritimes can develop the Project with minimal impacts to landowners, local communities and the environment. The Atlantic Bridge Project will provide the New England States and the Maritime Provinces with an opportunity to secure a cost effective, regionally produced, environmentally responsible source of clean-burning natural gas to support the current and future demand for energy.

### Project Service

The Atlantic Bridge Project will provide shippers with an opportunity to obtain firm transportation service from receipt points, such as the interconnection with the Millennium Pipeline system at Ramapo, NY and as far upstream as the interconnection with the Texas Eastern Transmission pipeline system at Lambertville, NJ, to existing and new delivery points on the Algonquin and Maritimes pipeline systems. The Project is scalable, with expansion capacity ranging from 100,000 Dth/d to 600,000 Dth/d or more, depending on market commitments. In addition, Algonquin and Maritimes may consider offering service enhancements or flexibility based on requests made by interested shippers on the Service Request Form. Algonquin and Maritimes anticipate that the Atlantic Bridge Project will have a target in-service date of November 2017. Algonquin and Maritimes also are willing to consider in-service dates later than 2017. To the extent current initiatives pursued by the New England Governors and NESCOE result in service requests for the expansion of Algonquin and Maritimes that are distinct from this Project Open Season, Algonquin and Maritimes reserve the right to accept such requests either as part of the Atlantic Bridge Project or as part of a future expansion.

### Anchor Shipper Status

A bidder in the Open Season can qualify as an "Anchor Shipper" for the Project by submitting a valid request for service of 100,000 Dth/d or more for at least the minimum contract term of 15 years.



Multiple affiliates of a single entity that collectively submit requests for service in the aggregate totaling at least 100,000 Dth/d will, upon request, all be considered Anchor Shippers. Algonquin and Maritimes are willing to consider offering Anchor Shippers appropriate rate, rate-related and other incentives, including but not limited to lower rates than non-anchor shippers, and certain most favored nations rights.

### Project Rates

Rates will be determined at the conclusion of the Open Season and are dependent upon the scope and final facilities required to satisfy the firm service requests for shippers who are awarded capacity and who execute binding precedent agreements. Shippers will have the option of paying the applicable recourse rates of Algonquin and Maritimes, respectively, for service on the Atlantic Bridge Project facilities or negotiated rates for such service, if available, plus any applicable fuel and applicable charges and surcharges.

### Nomination Process

During the Open Season period (9:00 a.m., EST, Wednesday, February 5, 2014, to 5:00 p.m., EST, on Monday, March 31, 2014), interested parties must submit a Service Request Form, which specifies the Maximum Daily Transportation Quantity (MDTQ), contract term (15-year minimum required), and desired primary receipt and delivery points. The Service Request Form is included in this package. The completed Service Request Form must be executed by a duly authorized representative and mailed, faxed, or emailed in pdf format to Algonquin and Maritimes' offices at:

890 Winter Street, Suite 300, Waltham, MA 02451  
Attn: Greg Crisp, Director, Business Development  
gncrisp@spectraenergy.com  
Fax No. (617) 560 – 1581

Algonquin and Maritimes reserve the right to reject any Service Request Form that is not received by 5:00 p.m. EST, on Monday, March 31, 2014.

### Contracting for Service

After the Open Season concludes, Algonquin and Maritimes will evaluate all valid requests for service as set forth in the Service Request Forms to determine if the proposed Project is economically viable. Once Algonquin and Maritimes have determined the scope of the Atlantic Bridge Project, their representatives will contact all parties who submitted valid requests and were awarded capacity for the Project in order to detail preliminary Project rates for the nominated transportation services and to commence negotiations.

### Capacity Allocation Process

In the event Algonquin and Maritimes receive valid requests for service that exceed the quantity of pipeline, point or segment capacity that Algonquin and Maritimes are willing to propose for the Atlantic Bridge Project, then Algonquin or Maritimes will allocate such capacity on a not unduly discriminatory basis first to qualifying Anchor Shippers executing binding precedent agreements and next to other shippers that have executed binding precedent agreements. With respect to Anchor Shippers, Algonquin and Maritimes will pro rate such capacity taking into account the quantities subscribed under each such binding precedent agreement, the quantities associated with the primary points and primary firm paths under each such agreement, and other factors as appropriate, all on a not unduly discriminatory basis, but deeming the economic value of each such agreement to Algonquin and Maritimes to be equal. If, after allocating capacity to Anchor Shippers, Algonquin and Maritimes

are able to accommodate some but not all of the pipeline, point or segment capacity nominated by other (non-anchor) shippers, Algonquin and Maritimes will allocate such capacity on a net present value basis among such other shippers based on rate, contract term and MDTQ nominated, with Algonquin and Maritimes having the discretion to grant capacity to any bid or combination of bids, including across the two pipeline systems, that provides the highest net present value. A shipper's status as an Anchor Shipper, and the Anchor Shipper's attendant rights, will continue to apply even if the shipper's aggregate capacity (including the capacity of its affiliates if requested) falls below the minimum quantity required to qualify as an Anchor Shipper due to any pro rata allocation resulting from the Open Season.

### Limitations and Reservations

Algonquin and Maritimes reserve the right, in their sole discretion, to decline to proceed with the Atlantic Bridge Project. Algonquin and Maritimes also reserve the right to proceed with one or more projects, or to develop alternative projects, as deemed appropriate. Algonquin and Maritimes also may request a nominating party to modify its proposed point(s), to the extent Algonquin and Maritimes determine that the nominated point(s) will unduly increase the cost of the overall Project or otherwise adversely affect the scope of the Project.

Without limiting the foregoing, Algonquin and Maritimes may, but are not required to, reject any request for service in which the Service Request Form is incomplete, is inconsistent with the terms and conditions outlined in this Open Season Notice, contains additional or modified terms, or is otherwise deficient in any respect. Algonquin and Maritimes also may reject requests for service in the event requesting parties are unable to meet the pipelines' creditworthiness requirements. No request for service shall be binding on Algonquin or Maritimes unless and until duly authorized representatives of a requesting party and Algonquin and/or Maritimes have executed a binding precedent agreement.

### Reverse Open Season

A reverse open season will also be held prior to the submission of a FERC pre-filing request whereby existing shippers will be afforded an opportunity to turn back existing capacity that will reduce the scope of the Project facilities, in accordance with the terms set forth in the reverse open season notice.

### Communications

At any time during the Open Season, interested parties are encouraged to contact their Algonquin or Maritimes account manager or Greg Crisp at (713) 627-4611 to discuss any questions or to seek additional information.

*Spectra Energy Corp (NYSE: SE), a FORTUNE 500 company, is one of North America's leading pipeline and midstream companies. Based in Houston, Texas, the company's operations in the United States and Canada include more than 22,000 miles of natural gas, natural gas liquids, and crude oil pipelines; approximately 305 billion cubic feet (Bcf) of natural gas storage; 4.8 million barrels of crude oil storage; as well as natural gas gathering, processing, and local distribution operations. Spectra Energy is the general partner of Spectra Energy Partners (NYSE: SEP), one of the largest pipeline master limited partnerships in the United States and owner of the natural gas, liquids, and crude oil assets in Spectra Energy's U.S. portfolio. Spectra Energy also has a 50 percent ownership in DCP Midstream, the largest producer of natural gas liquids and the largest natural gas processor in the United States. Spectra Energy has served North American customers and communities for more than a century. The company's longstanding values are recognized through its inclusion in the Dow Jones Sustainability World and North America Indexes and the CDP Global 500 and S&P 500 Climate Disclosure and Performance Leadership Indexes. For more information, visit [www.spectraenergy.com](http://www.spectraenergy.com) and [www.spectraenergypartners.com](http://www.spectraenergypartners.com).*

## Atlantic Bridge Project Service Request Form

### Shipper Information

Company \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

### Contract Requirements

Maximum Daily Transportation Quantity (dekatherms): \_\_\_\_\_

Receipt Point(s) <sup>[1]</sup>	Quantity (Dth/d)	Delivery Point(s) <sup>[2]</sup>	Quantity (Dth/d)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Service Commencement Date: \_\_\_\_\_

Contract Term: (15-year minimum required) \_\_\_\_\_

Other: \_\_\_\_\_

*Please specify other service enhancements or flexibility that may be of interest. This information will not affect the validity of the service request. The incorporation of any such service enhancement or flexibility into this Project will be at the sole discretion of Algonquin and/or Maritimes and, further, will be dependent upon Project economics, timing, and requests for service received during this Open Season.*

Signature of Requester/Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Please mail, fax or email a pdf of the completed Service Request Form to:

Greg Crisp, Director, Business Development

[gncrisp@spectraenergy.com](mailto:gncrisp@spectraenergy.com)

890 Winter Street

Suite 300

Waltham, MA 02451

617-560-1581 fax

713-627- 4611 office

<sup>[1]</sup> The sum of multiple Maximum Daily Receipt Obligation quantities may not exceed the Maximum Daily Transportation Quantity.

<sup>[2]</sup> The sum of multiple Maximum Daily Delivery Obligation quantities may not exceed the Maximum Daily Transportation Quantity.

Algonquin Gas Transmission, LLC

**Reverse Open Season – Atlantic Bridge Project**

January 16, 2015 through January 26, 2015

In connection with the binding open season for the Atlantic Bridge Project held by Algonquin Gas Transmission, LLC (“Algonquin”) and Maritimes & Northeast Pipeline, L.L.C. (“Maritimes”) from February 5, 2014, through March 31, 2014 (“Open Season”), Algonquin is conducting a reverse open season (“Reverse Open Season”) in which Algonquin will consider requests from its current firm shippers who desire to release, subject to the criteria set forth below, all or a portion of their current firm transportation entitlements to reduce the scope of the Algonquin’s facility requirements for the proposed Atlantic Bridge Project. There will be minimal facility additions on Maritimes to accommodate flow reversal and these facility additions would not be impacted by bids in this reverse open season.

**Release Request Process**

During the Reverse Open Season period (9:00 a.m., EST, on Friday, January 16, 2015 to 5:00 p.m., EST, on Monday, January 26, 2015), any shippers meeting the criteria set forth below and interested in releasing, on a non-recallable basis, their capacity in connection with the Atlantic Bridge Project must submit a Release Request Form, which specifies the applicable Algonquin contract(s). The Release Request Form is included in this package. The completed Release Request Form must be executed by a duly authorized representative and mailed, faxed, or emailed in pdf format to Algonquin’s office at:

890 Winter Street, Suite 300, Waltham, MA 02451  
Attn: Greg Crisp, General Manager, Business Development  
gncrisp@spectraenergy.com  
Fax No. (713) 627-4727

Algonquin reserves the right to reject any Release Request Form that is not received on or before the end of the Reverse Open Season period. Any Release Request Form received shall be binding on the shipper submitting the notice until Algonquin has completed its analysis of whether the shipper’s capacity can be utilized for the limited purposes described herein.

**Criteria for Release of Capacity**

Shippers interested in releasing capacity in connection with this Atlantic Bridge Project must have contracts for capacity that meet all of the following criteria:

1. Shippers must have firm rights to the capacity they desire to release, on a non-recallable basis, as of the later of November 1, 2017, or the date the Atlantic Bridge Project facilities are placed into service.

2. Shippers' capacity must enable Algonquin to reduce the scope of its proposed Atlantic Bridge Project facilities, as finally scoped and designed, necessary to satisfy Algonquin's obligations pursuant to the Open Season, while maintaining or improving the economics of the Atlantic Bridge Project.
3. Eligible shippers whose capacity release requests are accepted pursuant to the Reverse Open Season will receive a credit on their monthly invoice for such release in an amount equal to the lesser of the monthly cost savings attributed to the turnback capacity and the eligible shipper's reservation charges associated with such released capacity for the month. For the term of any such release as described above, eligible shippers will continue to be obligated to Algonquin and must pay Algonquin for all reservation charges associated with their capacity, as effective from time to time, subject to the credit described in the preceding sentence.
4. Any and all releases of capacity meeting the criteria set forth herein will be subject to and conditioned on Algonquin's receipt of any and all necessary governmental authorizations with terms and conditions acceptable to Algonquin, and Algonquin completing construction of, and placing into service, the Atlantic Bridge Project facilities, subject to any modifications in light of this Reverse Open Season. No release will become effective until the date on which service commences under the firm agreement(s) for which capacity has been released under the Reverse Open Season.

### **Evaluation of Release Requests**

Algonquin will notify all shippers responding to the Atlantic Bridge Project Reverse Open Season as soon as reasonably practicable as to whether their capacity can be utilized for the limited purpose described herein. To the extent there is more capacity meeting the above-stated requirements than is required, all such requests to release capacity will be prorated. For every request to release capacity accepted by Algonquin, the MDTQ set out in that shipper's firm service agreement shall be reduced, as appropriate, in accordance with the request to release capacity and Algonquin's acceptance of such request. The shipper shall lose all rights, including renewal options, on the MDTQ that has been released, but shall continue to receive service on, and be obligated for, all other capacity under the shipper's firm service agreement. Every request to release capacity is binding on the shippers proposing to release capacity in connection with this Reverse Open Season. To the extent Algonquin accepts a shipper's request to release capacity, the shipper must, within thirty (30) days of the date that Algonquin notifies the shipper that a portion or all of its capacity can be utilized for the Atlantic Bridge Project, execute an agreement that will govern the shipper's release of capacity consistent with the provisions set forth in this Reverse Open Season.

### **Limitations and Reservations**

Algonquin reserves the right to negotiate with only those parties that submit valid requests as part of this Reverse Open Season. Algonquin also reserves the right to reject any and all requests that do not satisfy the requirements set forth in this Reverse Open Season Notice.

Without limiting the foregoing, Algonquin may, but is not required to, reject any request for release in which the Release Request Form is incomplete, is inconsistent with the terms and conditions outlined in this Reverse Open Season Notice, contains additional or modified terms, or is otherwise deficient in any respect. No request for service or release shall be binding on Algonquin unless and until duly authorized representatives of both a requesting party and Algonquin have executed a binding agreement governing the shipper's release of capacity.

### **Communications**

At any time during the Reverse Open Season, interested parties are encouraged to contact their Algonquin account manager or Greg Crisp at (713) 627-4611 to discuss any questions or to seek additional information.

## Atlantic Bridge Project Release Request Form

### Shipper Information

Company \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Contract Number \_\_\_\_\_

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit Z-2**

Incremental Fuel Derivation

**INCREMENTAL FUEL SHRINKAGE CALCULATION  
ATLANTIC BRIDGE PROJECT (132,705 Dth/D)**

The incremental fuel on the Algonquin System for the Atlantic Bridge Project (Project) reflects the fuel required to move all of the Project volume (132,705 Dth/d) from the Project's receipt points at Mahwah, NJ and Ramapo, NY to various delivery points in Connecticut and Massachusetts and includes the compression fuel used and lost and unaccounted for gas. This calculation is based on a winter peak day design where gas on the Algonquin system is moved from west to east along the Project path without inclusion of certain existing east to west contracts.

In order to derive the incremental fuel requirements for the Project, Algonquin first established a base system to determine the base horsepower and fuel. This base system is the then-existing Algonquin system plus the Algonquin Incremental Market Project (Docket CP14-96-000) approved by the Commission in its Order Issuing Certificate and Approving Abandonment dated March 3, 2015. The base system was then updated for the latest contracts and modified to exclude certain backhaul (east-to-west) services on the Algonquin system to ensure facilities were properly designed for the Project. The expansion system is the base system with added facilities to accommodate the Project volumes. The difference in compression requirements at all compressor stations along the expansion path between the base and expansion systems is the horsepower requirement for the Atlantic Bridge Project. Algonquin then used various fuel rates, depending on the type of units, to calculate the total fuel requirement for the Project on a winter peak day design. Based on this calculation, Algonquin has determined that a daily fuel of 7.366 MDth/d is required to accommodate the Project volume along the expansion path. This fuel is translated into a winter peak fuel shrinkage percentage of 5.26%. To derive an annualized fuel shrinkage percentage, Algonquin utilized an assumed load factor (shown below) to calculate a weighted average fuel shrinkage percentage for the year. The calculation is as follows

Project Peak Day Winter Fuel	=	7,366 Dth/D
Project Winter Peak Fuel Shrinkage	=	5.26% (see calculation <sup>(a)</sup> below)
Projected Annualized Fuel Shrinkage <sup>(b)</sup>	=	2.61%

<sup>(a)</sup>  $7.366 / (7.366 + 132.705) = 5.26\%$

<sup>(b)</sup> Load factor used (Jan-Mar @ 100%, Dec&Apr @ 75%, Nov&May @ 50%, Oct&Jun @ 25% and Jul, Aug, Sep @ 0%)

INCREMENTAL FUEL CALCULATION FOR ATLANTIC BRIDGE PROJECT										
		Base System (including AIM units)			Expansion System			Atlantic Bridge		
Station	Detailed Horsepower	Installed	Reserved	Required	Installed	Reserved	Required	Required HP	Fuel rate	Required fuel
Hanover - 26"	Cent - Taurus 60S	7,700		4,075	7,700		3,850	-225	0.000268	-0.060
Hanover - 30"	Cent - 2 Taurus 60S (7,150 ea)	14,300	3,830	10,470	14,300	3,830	10,470	0		
Stony Point - 26"	Cent - Taurus 60S	7,700		7,700	7,700		7,700	0		
	Cent - Mars 100	15,900	2,700	10,400	15,900	2,700	12,500	2,100	0.000235	0.494
Stony Point - 30"	<b>Cent - Mars 90S-&gt;Mars 100 (AB)</b>	15,900		12,600	15,900		15,900	<b>3,300</b>	<b>0.000235</b>	<b>0.776</b>
	Cent - Taurus 60S	7,700		7,700	7,700		7,700	0		
	Cent - Mars 100	15,900		14,000	15,900		15,900	1,900	0.000235	0.447
Southeast - 26"	Cent - 2 Centaur 40S (4,700 ea)	9,400		9,400	9,400		9,400	0		
	Cent - Taurus 60S	7,700		7,700	7,700		7,700	0		
Southeast - 30"	Cent - Taurus 70	10,310		10,310	10,310		10,550	240	0.000235	0.056
	Cent - Mars 90S	12,600		12,600	12,600		12,890	290	0.000235	0.068
	Cent - Taurus 70	10,320		10,320	10,320		10,560	240	0.000235	0.056
Oxford - 26"	Cent - Mars 100S	15,000		15,000	15,000		15,000	0		
Oxford - 30"	Cent - Taurus 60S	7,700		7,700	7,700		7,700	0	0.000235	0.000
	<b>Cent - Taurus 60S (AB Proposed)</b>	<b>0</b>		<b>0</b>	<b>7,700</b>		<b>7,700</b>	<b>7,700</b>	<b>0.000235</b>	<b>1.810</b>
	Cent - Mars 100S	15,000		15,000	15,000		15,000	0		
Cromwell - 24"	Recip - 2 Engines (2,000 ea)	4,000		4,000	4,000		4,000	0		
	Recip - 4 Engines (2,000 ea)	8,000		7,052	6,000		6,000	-1,052	0.000252	-0.265
Cromwell - 30"	Recip - 1 Engines (2,000 ea)	0		0	2,000		2,000	2,000	0.000252	0.504
	Cent - 2 Centaur 40S (4,700 ea)	9,400		9,400	9,400		9,400	0		
	Cent - Mars 100	15,900		15,900	15,900		15,900	0		
Chaplin - 24"	<b>Cent - Centaur 50 (AB Proposed)</b>	<b>0</b>		<b>0</b>	<b>6,300</b>		<b>6,130</b>	<b>6,130</b>	<b>0.000235</b>	<b>1.441</b>
Chaplin - 30"	Cent - 2 Taurus 60S (6,950 ea)	13,900		13,900	13,900		12,300	-1,600	0.000268	-0.429
	Cent - Taurus 60	7,700		3,070	7,700		7,700	4,630	0.000235	1.088
Burrillville - 24"	Recip - Engines (2,700 ea)	5,400	2,700	2,700	5,400	2,700	0	-2,700	0.000252	-0.680
	Cent - Taurus 60S (6,950)	6,950		5,012	6,950		4,164	-848	0.000268	-0.227
Burrillville - 30"	Recip - Engine (2,700)	2,700		2,700	2,700		2,700	0		
	Cent - Taurus 60S (6,950 ea)	6,950		6,950	6,950		6,950	0		
	Cent - Mars 100	15,900		11,450	15,900		15,900	4,450	0.000235	1.046
Weymouth	<b>Cent - Taurus 60 (AB Proposed)</b>	<b>0</b>		<b>0</b>	<b>7,700</b>		<b>5,290</b>	<b>5,290</b>	<b>0.000235</b>	<b>1.243</b>
<u>Notes:</u>								Project Daily Fuel (MDth/D)		
(a) Load factor assumption = Jan, Feb & Mar at 100%, Dec & Apr at 75%, Nov & May at 50%, Oct & Jun at 25% and Jul, Aug & Sep at 0%								Winter Peak Shrinkage		
								Annualized Fuel Shrinkage <sup>(a)</sup>		

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

**Exhibit Z-3**

Form of Protective Agreement

**PROTECTIVE AGREEMENT**

This Protective Agreement (“Protective Agreement”), is made and entered into as of \_\_\_\_\_, 201\_ (“Effective Date”), by and between Algonquin Gas Transmission, LLC, a Delaware limited liability company (“Algonquin”), Maritimes & Northeast Pipeline, L.L.C., a Delaware limited liability company (“Maritimes” and together with Algonquin, “Applicants”) and [Counterparty], a [jurisdiction and organization type] (“Participant,” and together with Algonquin and Maritimes, the “Parties”).

WHEREAS, a certificate application regarding the Atlantic Bridge Project (“Project”) is currently pending before the Federal Energy Regulatory Commission (“Commission”) in Docket No. CP16-\_\_\_\_-000 (“Certificate Proceeding”);

WHEREAS, pursuant to Section 388.112(b) of the Commission’s regulations, 18 C.F.R. § 388.112(b) (2013), this Protective Agreement will apply to requests for a copy of the complete, non-public version of any document filed by Applicants as privileged or as Critical Energy Infrastructure Information (CEII) in the Certificate Proceeding; and

WHEREAS, Participant is submitting this Protective Agreement as part of its request pursuant to 18 C.F.R. § 388.112(b)(iii) for a complete, non-public version of [name of document(s)] included in the Commission’s eLibrary under Accession No[s]. [\_\_\_\_\_] (“Protected Materials”) subject to the terms of this Protective Agreement;

NOW, THEREFORE, Applicants and Participant agree as follows:

1. This Protective Agreement shall govern the use of all Protected Materials produced by, or on behalf of, Applicants to Participant hereunder. Notwithstanding any order terminating the Certificate Proceeding, this Protective Agreement shall remain in effect until specifically modified or terminated by (i) written agreement of the Parties, (ii) the Commission or (iii) any applicable Presiding Administrative Law Judge (“Presiding Judge”) (which includes the Chief Administrative Law Judge).

2. This Protective Agreement applies to the Protected Materials, as defined in the recitals to this Protective Agreement. Notwithstanding anything herein to the contrary, Applicants’ delivery of Protected Materials to Participant pursuant to this Protective Agreement shall not affect the Protected Materials’ protected status under the Commission’s regulations and Freedom of Information Act, 5 U.S.C. 552 (“FOIA”).

3. Definitions -- For purposes of this Protective Agreement:

- (a) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in the Protected Materials. Except as specifically provided in this Protective Agreement, Notes of Protected Materials are subject to the same terms and restrictions as the Protected Materials under this Protective Agreement.

- (b) The term “Non-Disclosure Certificate” shall mean the certificate annexed to this Protective Agreement by which the Reviewing Representative(s) of the Participant who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Reviewing Representative has read the Protective Agreement and agrees to be bound by it.
- (c) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is: (i) an attorney who has made an appearance in this Certificate Proceeding for Participant; (ii) attorneys, paralegals, and other employees associated for purposes of this Certificate Proceeding with an attorney described in Paragraph 3(c)(i); (iii) an expert or an employee of an expert retained by Participant for the purpose of advising, preparing for or testifying in this Certificate Proceeding; or (iv) employees or other representatives of Participant appearing in this Certificate Proceeding with significant responsibility for this docket.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to Participant’s Reviewing Representatives; provided that if the Protective Materials include rates, rate-related provisions and/or credit support provisions, Applicants may redact the rates, rate-related provisions and credit support provisions from the version of the Protected Materials provided to Participant’s Reviewing Representatives. In the event that Applicants redact any such information, if requested by Participant the Parties shall meet to discuss the terms and conditions under which one or more of Participant’s Reviewing Representatives may be provided such redacted information. If no agreement is reached, Participant may submit such dispute to the Commission or the Presiding Judge, if any, for resolution.

5. Protected Materials shall remain available to Participant until the later of the date that an order terminating this Certificate Proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Materials is concluded and no longer subject to judicial review. If requested to do so in writing after that date, Participant shall, within fifteen (15) days of such request, return the Protected Materials (excluding Notes of Protected Materials) to Applicants, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period, Participant, if requested to do so, shall also submit to Applicants an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in

accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement.

6. All Protected Materials shall be maintained by Participant in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.

7. Protected Materials shall be treated as confidential by Participant and by the Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9. Protected Materials shall not be used by Participant or a Reviewing Party except as necessary for the conduct of the Certificate Proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative of Participant who is engaged in the conduct of the Certificate Proceeding and who needs to know the information in order to carry out that person's responsibilities in the Certificate Proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) A Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give Participant, any customer or potential customer of Algonquin or Maritimes or any competitor of Algonquin or Maritimes a commercial advantage or for any other purpose other than the prosecution or defense of the proceedings conducted under this Certificate Proceeding.

(b) In the event that Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, Participant shall seek agreement from Applicants. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 3(c) above with respect to those materials. If no agreement is reached, Participant may submit the disputed designation to the Commission or the Presiding Judge, if any, for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel employed by the same entity as the attorney and under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for Applicants prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their instruction, supervision or control comply with this Protective Agreement.

10. Subject to Paragraph 4 above, any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative of Participant as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in this Certificate Proceeding, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this Certificate Proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Subject to Paragraph 18, the Commission or Presiding Judge, if any, shall resolve any disputes arising under this Protective Agreement. Prior to presenting any dispute under this Protective Agreement to the Commission or Presiding Judge, the Parties shall use their best efforts to resolve it.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission, the Presiding Judge, if any, and the other Party. Any such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release". For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on the other Party and the Presiding Judge, if any. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If Participant desires to include, utilize or refer to any Protected Materials or information derived therefrom in any submission during this proceeding in such a manner that might require disclosure of such material to other participants in the Certificate Proceeding, Participant shall first notify counsel for Applicants and the Commission or Presiding Judge, if any, of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission or Presiding Judge, if any.

14. Nothing in this Protective Agreement shall be construed as precluding Applicants from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Protective Agreement shall preclude Participant from requesting the Commission, the Presiding Judge, if any, or any other body having appropriate

authority, to find that this Protective Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Agreement.

16. [Intentionally omitted]

17. All Protected Materials filed with the Commission, the Presiding Judge, if any, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Agreement.

18. If the Commission or Presiding Judge, if any, finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement for three (3) business days from the date of issuance of the Commission or Presiding Judge's determination, and if Algonquin or Maritimes files an interlocutory appeal or, if applicable, requests that the issue be certified to the Commission, for an additional seven (7) business days. Neither Algonquin nor Maritimes have waived its rights to seek additional administrative or judicial remedies after any decision respecting Protected Materials or Reviewing Representatives. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the FOIA for Protected Materials in the files of the Commission.

19. Nothing in this Protective Agreement shall be deemed to preclude either Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Agreement.

20. Applicants do not waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

21. Participant shall not disclose the contents of Protected Materials or any other form of information that copies or discloses Protected Materials to anyone other than in accordance with this Protective Agreement and only use such contents and information in connection with this Certificate Proceeding. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a breach of the Protective Agreement.

**Algonquin Gas Transmission, LLC  
Maritimes & Northeast Pipeline, L.L.C.  
Docket No. CP16-\_\_\_\_-000  
Exhibit Z-3**

IN WITNESS WHEREOF, the Parties hereto have caused this Protective Agreement to be duly executed in several counterparts by their proper officers duly authorized as of the Effective Date.

**ALGONQUIN GAS TRANSMISSION, LLC**

By \_\_\_\_\_

Title \_\_\_\_\_

**MARITIMES & NORTHEAST PIPELINE, L.L.C.  
BY ITS MANAGING MEMBER  
M&N MANAGEMENT COMPANY, LLC**

By \_\_\_\_\_

Title \_\_\_\_\_

**[COUNTERPARTY]**

By \_\_\_\_\_

Title \_\_\_\_\_

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement between Algonquin Gas Transmission, LLC, Maritimes & Northeast Pipeline, L.L.C. and [Counterparty] dated \_\_\_\_\_, 201\_, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement. I acknowledge that a violation of this certificate constitutes a breach of the Protective Agreement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: Date: \_\_\_\_\_

**ALGONQUIN GAS TRANSMISSION, LLC  
MARITIMES & NORTHEAST PIPELINE,  
L.L.C.**

**ATLANTIC BRIDGE PROJECT**

**DOCKET NO. CP16-\_\_\_\_-000**

Notice

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Algonquin Gas Transmission, LLC ) Docket No. CP16-\_\_\_\_-000  
Maritimes & Northeast Pipeline, L.L.C. )

**ABBREVIATED APPLICATION OF  
ALGONQUIN GAS TRANSMISSION, LLC AND  
MARITIMES & NORTHEAST PIPELINE, L.L.C.  
FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY  
AND FOR RELATED AUTHORIZATIONS**

( )

Take notice that on October 22, 2015, Algonquin Gas Transmission, LLC (“Algonquin”) and Maritimes & Northeast Pipeline, L.L.C. (“Maritimes”), 5400 Westheimer Court, Houston, Texas 77056, filed with the Federal Energy Regulatory Commission an application under Sections 7(b) and 7(c) of the Natural Gas Act (“NGA”) for their proposed Atlantic Bridge Project. Specifically, Algonquin and Maritimes request: (i) authorization under NGA Sections 7(b) and 7(c) to construct, own, operate, and maintain 6.3 miles of take-up and relay pipeline facilities and related facilities in New York, and Connecticut, modify three existing compressor stations in Connecticut resulting in the addition of 18,800 horsepower of compression, construct, own, operate, and maintain a new compressor station in Massachusetts resulting in the addition of 7,700 horsepower of compression, modify six existing metering and regulating (“M&R”) or regulator stations and construct one new M&R Station, and abandon certain existing facilities; (ii) authorization for Algonquin to charge an initial incremental Atlantic Bridge Project recourse rate and related incremental fuel; (iii) authorization for rolled-in rate treatment for the Maritimes’ Project facilities; and (iv) any waivers, authority, and further relief as may be necessary to implement the proposal contained in its application.

Algonquin and Maritimes request that the Commission grant the requested authorizations and related approvals on or before August 19, 2016. Algonquin and Maritimes state that issuing an order by this date will help to ensure that the Atlantic Bridge Project is in service by November 1, 2017, in time to meet the transportation needs of the Atlantic Bridge Project shippers.

The name, address, and telephone number of the person to whom correspondence and communications concerning this Application should be addressed is:

Berk Donaldson  
General Manager, Rates and Certificates  
Algonquin Gas Transmission, LLC  
Maritimes & Northeast Pipeline, L.L.C.  
P.O. Box 1642  
Houston, Texas 77251-1642  
Phone: (713) 627-4488  
Fax: (713) 627-5947

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed on or before the comment date. Anyone filing a motion to intervene or protest must serve a copy of that document on the Applicant. On or before the comment date, it is not necessary to serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 5 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on **[INSERT DATE]**.

Kimberly D. Bose  
Secretary